

NON-  
BIDDING

PROPOSAL

TRANSPORTATION CABINET  
Department of Highways  
Frankfort, Kentucky 40622

PROPOSAL NO. \_\_\_\_\_  
PROJECT CODE NO. 02-0730

LETTING OF DECEMBER 13, 2002  
Sealed Bids will be received in the  
Division of Contract Procurement  
and/or the Auditorium located on the  
1st Floor of the State Office Building  
until 10:00 A.M., EST, on DECEMBER 13,  
2002. Bids will be publicly opened and  
read at 10:00 A.M., EASTERN STANDARD  
TIME.

PROJECT IDENTIFICATION AND DESCRIPTION:

PIKE COUNTY, APD 119-2 (70), FD52 098 0119  
The Pikeville-South Williamson Road (US 119) Zebulon To Bent Mountain (Section 4), a distance  
of 2.884 kilometers.

Lighting, Grade, Drain and Asphalt Surface.

Status Report Item No. 12-308.40.

(12)

GEOGRAPHIC COORDINATES:

LATITUDE - 37° 34' NORTH  
LONGITUDE - 82° 26' WEST

COMPLETION DATE ESTABLISHED FOR PROJECT: 370 WORKING DAYS

LIQUIDATED DAMAGES: SEE STANDARD SPECIFICATIONS

REQUIRED BID PROPOSAL GUARANTY: Not less than 5% of the total bid.

(Check guaranty submitted: Cashier's Check ☐ Certified Check ☐ Bid Bond ☐)

BID BONDS WHEN SUBMITTED WILL BE RETAINED WITH THE PROPOSAL.

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BID..... ☐ PROPOSAL ISSUED TO: \_\_\_\_\_

SPECIMEN..... ☐ \_\_\_\_\_  
Address City State Zip

PART I

SCOPE OF WORK

1. Project Detail
  - a. See Road and/or Bridge Plans
  - b. Special Notes Applicable to Project Attached
  - c. Supplemental Specifications Attached
  - d. Special Notes for Waterline Relocation Attached
  - e. Special Notes for Retaining Wall Attached
  - f. Special Note for Utility Clearance Attached
  - g. Department of the Army Corps of Engineers Nationwide Permit Application Attached
  - h. Special Note for Variable Message Signs (4-18-2001) Attached
  - i. Special Note for Structural Mass Concrete (1-1-2000) [6U] \*

\*These Special Notes are included in the Supplemental Specifications.

## SPECIAL NOTES APPLICABLE TO PROJECT

2000 SPECIFICATIONS

Any reference in the plans or in the proposal to the *Standard Specifications for Road and Bridge Construction, Edition of 1998*, and *Standard Drawings, Edition of 1998* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2000* and *Standard Drawings, Edition of 2000*.

2001 SUPPLEMENTAL SPECIFICATIONS

The *2001 Supplemental Specifications* to the 200 Standard Specifications for Road and Bridge Construction shall apply to this project.

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the 1998 Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

- 102.02 Current Capacity Rating
- 102.08 Irregular Proposals
- 102.09 Proposal Guaranty
- 102.10 Delivery of Proposals
- 102.14 Disqualification of Bidders

PROPOSAL ADDENDA

All addenda to this proposal must be incorporated into the proposal when the bid is submitted to the Kentucky Department of Highways. Failure to use the correct and most recent bid sheet(s) may result in the bid being rejected.

BID SUBMITTAL

Bidder must use the Department's Highway Bid Program available on the internet web site of the Department of Highways, Division of Contract Procurement. ([www.kytc.state.ky.us/contract](http://www.kytc.state.ky.us/contract))

The Bidder must download the bid items created from the web site to prepare a bid proposal for submission to the Department. The bidder must insert the completed bid item sheets printed from the Program into the bidder's proposal and submit with the disk created by said program.

JOINT VENTURE BIDDING

Joint Venture bidding is permissible. However, both companies MUST purchase a bidding proposal. Either proposal may be submitted but must contain the company names and signatures of both parties where required. A joint bid bond of 5% may be submitted for both companies or each company may submit a separate bond of 5%.

CIVIL RIGHTS ACT OF 1964

The Kentucky Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Federal Department of Transportation (49 C.F.R., Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

## SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

FHWA 1273

The requirements of Paragraph VI of FHWA 1273 does not apply to projects with a total cost of less than \$1,000,000.00.

SECOND TIER SUBCONTRACTS

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

SPECIALTY ITEMS

The following bid items are hereby designated "Specialty Items" within the meaning of the term as used in current edition FHWA 1273 Required Contract Provisions; PR 1316, Required Contract Provisions Appalachian Development Highway System and Local Access Roads Construction Contracts:

Item 151 through Item 178.

## SIGNING AND LIGHTING

The Asphalt Base Price shall be \$180.00 (Metric) as applicable in Section 109.07 of the 1998 *Standard Specifications*.

UNDERGROUND FACILITY DAMAGE PROTECTION

The contractor is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

OPTION A

The Contractor is advised that the compaction of asphalt mixtures furnished for driving lanes and ramps, at 25mm (1 inch) or greater, on this project will be accepted according to OPTION A in accordance with Section 402 and Section 403 of the 2000 *Standard Specification*. The compaction of all other asphalt mixtures will be accepted by OPTION B.

ASPHALT PAVEMENT RIDE QUALITY

Pavement Rideability Requirements shall apply on this project in accordance with Section 410 of the 2000 *Standard Specifications*.

## SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

**SPECIAL NOTE****DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

It is the policy of the Kentucky Transportation Cabinet ("the Cabinet") that Disadvantaged Business Enterprises ("DBE") shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the Cabinet. To that end, the Cabinet will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The Cabinet, contractors, subcontractors, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to Cabinet contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the Cabinet.

Failure by the contractor to carry out these requirements is a material breach of its contract with the Cabinet, which may result in the termination of the contract or such other remedy as the Cabinet deems necessary.

**OBLIGATION OF CONTRACTORS**

Each contractor prequalified to perform work on Cabinet projects shall designate and make known to the Cabinet a liaison officer who is assigned the responsibility of effectively administering and promoting an active program for utilization of DBEs.

If a formal goal has not been designated for the contract, all contractors are encouraged to consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

Contractors are encouraged to use the services of banks owned and controlled by minorities and women.

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**CONTRACT GOAL****CONTRACT GOAL**

The Disadvantaged Business Enterprise (DBE) goal established for this contract is 2 % of the total value of the contract.

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth above as goals for this contract.

## SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

CERTIFICATION OF CONTRACT GOAL

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE READ PUBLICLY. These bids will not be considered for award by the Cabinet and they will be returned to the bidder.

*"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises ("DBE") in the amount of \_\_\_\_ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program."*

The Certification statement is located on the last page of this proposal. All contractors **must** certify their DBE participation on that page. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted.

DBE PARTICIPATION PLAN

All bidders are encouraged to submit their General DBE Participation Plan with their bid on the official form. Lowest responsive bidders whose bid packages include DBE Participation Plans may be awarded the contract at the next Awards Committee meeting provided that the DBE goal is met. The DBE Participation Plan shall include the following:

- 1) Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2) Description of the work each is to perform including the work item, unit, quantity, unit price and total amount of the work to be performed by the individual DBE;
- 3) The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows:
  - a). If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
    - The entire expenditure paid to a DBE manufacturer;
    - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
    - the amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
  - b). The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
  - c). The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4) Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5) Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

## SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

The apparent low bidder who does not submit a General DBE Participation Plan with the bid shall submit it within 10 calendar days after receipt of notification that they are the apparent low bidder. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Participation Plan.

Detailed DBE Participation Plan forms will be included in the Contractor Package presented to successful bidders following the awarding of the project. The Detailed DBE Participation Plan must be completed and returned to Contract Procurement in accordance with Cabinet policy. A copy of the blank estimate will be included with the Detailed DBE Participation Plan to list sequence items by PCN (Project Control Number).

Changes to DBE Participation Plans must be approved by the Cabinet. The Cabinet may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited.

Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Cabinet considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The Good Faith Effort Package shall include, but may not be limited to information showing evidence of the following:

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
5. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;



## SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

6. Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
7. Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
8. Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Good Faith Committee based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person for administrative reconsideration. The bidder will be notified of the Committee's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of the Committee's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by the Office of the Secretary. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the Cabinet or to the United States Department of Transportation.

The Cabinet reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

## SPECIAL NOTES APPLICABLE TO PROJECT (CONTINUED)

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- Disallow credit toward the DBE goal;
- Withholding progress payments;
- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

Prime contractors will incorporate a requirement into DBE subcontracts, including supply contracts, that DBEs must provide to the Division of Construction, a copy of all checks received from the prime contractor within seven days of receipt of payment for work performed on Cabinet projects. Checks to DBE subcontractors must include the PCN number, estimate number, and the sequence and quantity.

DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the Cabinet's Good Faith Effort policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the Cabinet.

## Kentucky Transportation Cabinet General DBE Participation Plan\*

03/25/2002

Letting Date: \_\_\_\_\_ Project Code Number (PCN) \_\_\_\_\_ Project Number: \_\_\_\_\_

Designated DBE Goal % \_\_\_\_\_

Prime Contractor	_____
DBE Company Name	_____
Address	_____
City, State, Zip	_____
Federal Tax ID	_____

Type of DBE Work (all applicable)

_____	_____	_____	_____
Supplier	Subcontractor	Manufacturer	Engineering
_____	_____	_____	_____
			Other

**Itemized worked to be performed by DBE Company:**

[illegible]

**\*\*Note:** 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment

Total This DBE	
Total Bid	
% Credited toward Goal, this DBE	

Prime Contractor's Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

DBE Participant Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**\*This form must be completed for each DBE participant**

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2000 Edition  
(Effective with the October 25, 2002 Letting)**

**Unless stated otherwise, all revisions are to the Standard Specifications for Road and Bridge Construction.**

<b>PUBLICATION:</b>	2001 Supplemental Specifications to The Standard Specifications for Road and Bridge Construction.
<b>SUBSECTION:</b>	104.02.02 Oerrun and Underrun Formulas.
<b>REVISION:</b>	Void the revision.
<b>SUBSECTION:</b>	104.02.02 Oerrun and Underrun Formulas.
<b>REVISION:</b>	Replace the fifth paragraph with the following:  For the excessive underrun and overrun quantities, the Department will adjust the payment according to the appropriate following formula:
<b>SUBSECTION:</b>	104.02.02 Oerrun and Underrun Formulas.
<b>NUMBER:</b>	3)
<b>REVISION:</b>	Replace the threshold value of 20 percent with 30 percent.
<b>SUBSECTION:</b>	102.07.01 General.
<b>REVISION:</b>	Replace the first sentence with the following:  Submit the Bid Proposal on the forms furnished by the Department including the Highway Bid Program bid item sheets and disk created from the Department's internet web site.
<b>SUBSECTION:</b>	102.07.02 Computer Bidding.
<b>REVISION:</b>	Replace the subsection with the following:  Subsequent to ordering a Bid Proposal for a specific project, use the Department's Highway Bid Program on the internet web site of the Department of Highways, Division of Contract Procurement. Download the bid item quantities from the Department's web site to prepare a Bid Proposal for submission to the Department. Insert the completed bid item sheets printed from the Highway Bid Program into the Proposal and submit along with the disk created by said program. In case of a dispute, the Bid Proposal and bid item sheets created by the Highway Bid Program take precedence over any bid submittal. Furthermore the Department takes no responsibility for loss, damage of disks or the compatibility with the bidder's computer equipment or software.
<b>SUBSECTION:</b>	102.08 IRREGULAR BID PROPOSALS.
<b>REVISION:</b>	Add the following to the first set of items:  4) Fails to submit a disk created from the Highway Bid Program
<b>SUBSECTION:</b>	102.08 IRREGULAR BID PROPOSALS.
<b>REVISION:</b>	Replace 1) of the second set of items with the following:  1) when the Bid Proposal is on a form other than that furnished by the Department or printed from other than the Highway Bid Program , or when the form is altered or any part is detached.
<b>SUBSECTION:</b>	112.03.01 General Traffic Control.
<b>PART:</b>	I) Temporary Traffic Signals.
<b>REVISION:</b>	Replace the MUTCD reference "Section 4B" with "Chapter 4D"
<b>SUBSECTION:</b>	212.03.03 Permanent Seeding and Protection.
<b>PART:</b>	A) Seed Mixtures for Permanent Seeding.
<b>REVISION:</b>	Replace with the following:  A) Seed Mixture for Permanent Seeding. Use seed Mixture No. I or as the Contract specifies.  Mixture No. I:  75% Kentucky 31 Fescue (Festuca arundinacea) 10% Red Top (Agrostis alba) 5% White Dutch Clover (Trifolium repens) 10% Rygrass, perennial (Lolium perenne)

**Supplemental Specifications to The Standard Specifications  
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<b>SUBSECTION:</b>	212.03.03 Permanent Seeding and Protection.
<b>PART:</b>	C) Crown Vetch.
<b>REVISION:</b>	Replace the first sentence with the following:  Sow crown vetch seed on all areas having a slope 3:1 or steeper and consisting of soil or mixtures of broken rock and soil.
<b>SUBSECTION:</b>	212.03.03 Permanent Seeding and Protection.
<b>PART:</b>	E) Erosion Control Blanket.
<b>REVISION:</b>	Replace the first sentence with the following:  Install erosion control blankets in ditches, except those to be paved or rock lined, to a flow depth of 1.5 feet.
<b>SUBSECTION:</b>	402.03.02 Acceptance.
<b>PART:</b>	C) Setup.
<b>REVISION:</b>	Add the following after the second sentence:  For mixtures with a total-project quantity between 500 and 1,000 tons, perform a minimum of one process control test for AC, AV, and VMA, and report the results to the Engineer.
<b>SUBSECTION:</b>	402.03.03 Verification.
<b>REVISION:</b>	Replace the first two sentences with the following:  For volumetric properties, the Department will perform a minimum of one verification test for AC, AV, and VMA for each lot according to the corresponding procedures as given in Subsection 402.03.02. For specialty mixtures, the Department will perform one AC and one gradation determination per lot according to the corresponding procedures as given in Subsection 402.03.02. However, Department personnel will not perform AC determinations according to KM 64-405.
<b>SUBSECTION:</b>	403.02.06 Transport Equipment.
<b>REVISION:</b>	Add the following after the first sentence:  Do not load trucks that are contaminated with an unapproved release agent. When such contamination is identified after loading, reject the load. In either case, remove the truck and respective driver from the project for the duration of the project.
<b>SUBSECTION:</b>	403.03.03 Preparation of Mixture.
<b>PART:</b>	A) Mixture Composition.
<b>REVISION:</b>	Replace the second sentence with the following:  Conform to the gradation requirements (control points) of AASHTO MP2 for the Superpave mixture type the Contract specifies.
<b>SUBSECTION:</b>	403.03.03 Preparation of Mixture.
<b>PART:</b>	C) Mix Design Criteria.
<b>REVISION:</b>	Replace the first sentence with the following:  Conform to the gradation requirements (control points) of AASHTO MP2 for the Superpave mixture.
<b>SUBSECTION:</b>	403.03.03 Preparation of Mixture.
<b>PART:</b>	C) Mix Design Criteria.
<b>NUMBER:</b>	2) Selection of Optimum AC.
<b>REVISION:</b>	Add the following:  Ensure the optimum AC is a minimum of 5.0 percent by weight of the total mixture for all 0.5-inch nominal surface mixtures and 5.3 percent by weight of the total mixture for all 0.38-inch nominal surface mixtures.
<b>SECTION:</b>	403.03.06 Thickness Tolerance.
<b>TABLE:</b>	Nominal Maximum Size of Mixture vs. Thickness Range
<b>REVISION:</b>	Delete

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2000 Edition  
(Effective with the October 25, 2002 Letting)**

<b>SUBSECTION:</b>	403.03.09 Leveling and Wedging, and Scratch Course.																			
<b>PART:</b>	A) Leveling and Wedging.																			
<b>REVISION:</b>	Replace the first sentence with the following:  Conform to the gradation requirements (control points) for base, binder, or surface as applicable.																			
<b>SUBSECTION:</b>	403.03.09 Leveling and Wedging, and Scratch Course.																			
<b>PART:</b>	B) Scratch Course.																			
<b>REVISION:</b>	Replace the second sentence with the following:  Conform to the gradation requirements (control points) for base, binder, or surface as the Engineer directs.																			
<b>SECTION:</b>	404 OPEN-GRADED FRICTION COURSE																			
<b>TABLE:</b>	LOT PAY ADJUSTMENT SCHEDULE FOR SPECIALTY MIXTURES																			
<b>REVISION:</b>	Replace the table with the table on the last page of this supplement.																			
<b>SUBSECTION:</b>	409.02 MATERIALS AND EQUIPMENT.																			
<b>REVISION:</b>	Replace "KM 64-427" with the following:  the guidelines in Subsection 409.03.02																			
<b>SUBSECTION:</b>	409.03.01 Restrictions.																			
<b>REVISION:</b>	Add the following sentence:  When the mixture's bid item specifies PG 76-22, limit RAP content to 20 percent or less.																			
<b>PUBLICATION:</b>	2001 Supplemental Specifications to The Standard Specifications for Road and Bridge Construction.																			
<b>SUBSECTION:</b>	409.03.02 Preparation of Mixture.																			
<b>PART:</b>	A) Mix Requirements.																			
<b>REVISION:</b>	Void the Revision and replace with the following:  Conform to the Contract requirements for each mixture produced using RAP. If mixtures produced using RAP do not conform to the requirements for that mixture, complete the project using all virgin materials at no additional expense to the Department. Conform to the following table to select the appropriate grade of virgin asphalt binder to blend with the RAP:																			
<table><tr><th rowspan="2">Mixture's Bid Item</th><th colspan="3">Appropriate Virgin Asphalt Binder</th></tr><tr><th>0-20% RAP</th><th>21-30% RAP</th><th>&gt;30% RAP</th></tr><tr><td>PG 76-22</td><td>PG 76-22</td><td>-</td><td>-</td></tr><tr><td>PG 70-22</td><td>PG 70-22</td><td>PG 64-22</td><td>*</td></tr><tr><td>PG 64-22</td><td>PG 64-22</td><td>PG 64-22</td><td>*</td></tr></table> <p style="text-align: center;">* Select according to KM 64-427</p>		Mixture's Bid Item	Appropriate Virgin Asphalt Binder			0-20% RAP	21-30% RAP	>30% RAP	PG 76-22	PG 76-22	-	-	PG 70-22	PG 70-22	PG 64-22	*	PG 64-22	PG 64-22	PG 64-22	*
Mixture's Bid Item	Appropriate Virgin Asphalt Binder																			
	0-20% RAP	21-30% RAP	>30% RAP																	
PG 76-22	PG 76-22	-	-																	
PG 70-22	PG 70-22	PG 64-22	*																	
PG 64-22	PG 64-22	PG 64-22	*																	
<b>SUBSECTION:</b>	611.03.02 Precast Unit Construction.																			
<b>REVISION:</b>	Replace the first sentence with the following:  Construct units according to ASTM C 1433 with the following exceptions and additions:																			
<b>PUBLICATION:</b>	2001 Supplemental Specifications to The Standard Specifications for Road and Bridge Construction.																			
<b>SUBSECTION:</b>	701.03.05 Joints.																			
<b>PART:</b>	B) Corrugated Metal Pipe.																			
<b>REVISION:</b>	Void the Revision and replace with the following:  Construct joints using a band with annular corrugations and a bolt, bar and strap connection. Use a minimum nominal band width of 12 inches for all pipe diameters 54 inches and smaller. Use a two-piece band with a minimum nominal width of 20 inches for all pipe diameters greater than 54 inches. Manufacture the band from the same base materials as the pipe. The pipe bands may be up to two gauges lighter than the pipe it is joining, with a minimum gauge thickness of 16. The Department may allow dimple band connections for field cut pipe. Install the connecting bands according to the manufacturer's written recommendations.																			

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2000 Edition  
(Effective with the October 25, 2002 Letting)**

<b>SUBSECTION:</b>	710.02 MATERIALS.
<b>REVISION:</b>	Add the following Subsection:  710.02.15 High Density Polyethylene (HDPE) Adjusting Rings. Conform to Section 846.
<b>SUBSECTION:</b>	710.03.01 Newly Constructed Small Drainage Structures.
<b>PART:</b>	A) General.
<b>REVISION:</b>	Replace the last sentence of the sixth paragraph with the following:  Use precast concrete, precast concrete pipe sections, cast-in-place, brick, or HDPE adjusting rings for adjustment of existing manholes according to the Standard Specifications.
<b>SUBSECTION:</b>	710.03.03 Adjusted Small Drainage Structures.
<b>REVISION:</b>	Add the following sentence to the end of the first paragraph:  For HDPE adjusting rings, install and seal according to the manufacturer's recommendations.
<b>SUBSECTION:</b>	713.03 CONSTRUCTION.
<b>REVISION:</b>	Replace the MUTCD references to "Part III" with "Part 3"
<b>SUBSECTION:</b>	714.03 CONSTRUCTION.
<b>REVISION:</b>	Replace the MUTCD references to "Part III" with "Part 3" and figure references to "3-11 and 3-12" with "3B-8 and 3B-9"
<b>SUBSECTION:</b>	714.03.01 Layout.
<b>REVISION:</b>	Replace the MUTCD reference to "Part III" with "Part 3"
<b>PUBLICATION:</b>	2001 Supplemental Specifications to The Standard Specifications for Road and Bridge Construction.
<b>SUBSECTION:</b>	714.05 PAYMENT.
<b>REVISION:</b>	Replace with the following:  The Department will make payment upon completion of the work. If after the proving period the markings do not meet minimum retroreflectivity requirements, the Department will adjust the payment or require corrective work according to the following:
<b>SUBSECTION:</b>	718.01 DESCRIPTION.
<b>REVISION:</b>	Replace the second sentence with the following:  See Section 3C.01 of the MUTCD for a general description.
<b>SUBSECTION:</b>	807.02.03 Joint Sealer for Ridged Pipe.
<b>PART:</b>	B) Rubber Gaskets.
<b>REVISION:</b>	Replace with the following:  B) Butyl Rubber Sealants. Furnish butyl rubber sealants conforming to the materials, manufacture, and physical requirements for sealants in AASHTO M 198, Section 6.2. Use only products from the Department's List of Approved Materials.
<b>SUBSECTION:</b>	807.02.03 Joint Sealer for Ridged Pipe.
<b>PART:</b>	C) Flexible Plastic Gaskets.
<b>REVISION:</b>	Replace with the following:  C) Rubber Gaskets. Furnish rubber gaskets conforming to the materials, manufacture, and physical requirements for gaskets in AASHTO M 315. Use only products from the Department's List of Approved Materials.

**Supplemental Specifications to The Standard Specifications  
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**SECTION:** 846 HIGH DENSITY POLYETHYLENE (HDPE) ADJUSTING RINGS  
**REVISION:** Add the following New Section:

**SECTION 846 HIGH DENSITY POLYETHYLENE (HDPE) ADJUSTING RINGS**

846.01 RESIN. Use a recycled polyethylene plastic or virgin resin producing a molded part meeting the following requirements:

Melt Flow Index (ASTM D 1238)	4.0-10.0 g/10min
Density (ASTM D 792)	0.941-0.965 g/cm <sup>3</sup>
Tensile (ASTM D 638)	2000-5000 lb/in <sup>2</sup>
ESCR (ASTM D 1693)	Condition C

846.02 LOADING. Ensure the adjustment rings meet or exceed the loading requirements of AASHTO'S Standard Specification for HS-25 wheel loading for Highway Bridges.

**SECTION:** 827.04 PERMANENT SEED:  
**REVISION:** Replace with the following:

827.04 PERMANENT SEED. Conform to the requirements outlined in the "Kentucky Seed Law and Provisions for Seed Certification in Kentucky" and the "Regulations under the Kentucky Seed Law", with following exceptions:

1. Obtain seed only through registered dealers that are permitted for labeling of seed.
2. Ensure all deliveries/shipments of premixed seed are accompanied with a master blend sheet.
3. The Department may sample the seed at the job site at any time.
4. Ensure all bags and containers have an acceptable seed tag attached.

Do not use seed (grasses, native grasses and legumes) if the weed seed is over 2%, total germination (including hard seed) is less than 60%, if the seed test date is over 9 months old exclusive of the month tested, or if the limits of noxious weed seed is exceeded.

Ensure that noxious weed seeds contained in any seed or seed mixture does not exceed the maximum permitted rate of occurrence per pound.

<u>Name of Kind</u>	<u>Max. No. Seeds (per pound)*</u>
Balloon Vine (Cardiospermum Halicacabum)	0
Purple Moonflower (Ipomoea turbinata)	0
Canada Thistle (Cirsium Arvense)	0
Johnsongrass (Sorghum Halepense and Sorghum Alnum and perennial rhizomatous derivatives of these species)	0
Quackgrass (Elytrigia Repens)	0
Annual Bluegrass (Poa Annua)	256
Buckhorn Plantain (Plantago lanceolata)	304
Corncockle (Agrostemma Githago)	192
Dodder (Cuscuta spp.)	192
Giant Foxtail (Setaria Faberii)	192
Oxeye Daisy (Chrysanthemum leucanthemum)	256
Sorrel (Rumex Acetosella)	256
Wild Onion and Wild Garlic (Allium spp.)	96

\* Seed or seed mixtures that contain in excess of 480 total noxious seeds per pound is prohibited

Wildflower seed shall not be planted until approved by the MCL.



**Supplemental Specifications to The Standard Specifications  
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<b>LOT PAY ADJUSTMENT SCHEDULE FOR SPECIALTY MIXTURES (TEST DEVIATION FROM JMF)</b>		
	<b>Pay Value</b>	<b>Deviation From JMF (%)</b>
Asphalt Binder Content	1.00	0.0-0.5
	0.98	0.6
	0.95	---
	0.90	0.7
	0.85	0.8
	0.75	≥ 0.9
1 1/2 inch Sieve	1.00	0-13
	0.98	14
	0.95	15-16
	0.90	17-20
	0.85	21-23
	0.75	≥ 24
1 inch, 3/4 inch, and 1/2 inch Sieves	1.00	0-9
	0.98	10
	0.95	11-12
	0.90	13-14
	0.85	15-16
	0.75	≥ 17
3/8 inch, No. 4, No. 8, No. 16, and No. 30 Sieves	1.00	0-8
	0.98	9
	0.95	10
	0.90	11-12
	0.85	13-14
	0.75	≥ 15
No. 50 Sieve	1.00	0-6
	0.98	7
	0.95	8
	0.90	9
	0.85	10
	0.75	≥ 11
No. 100 Sieve	1.00	0-3
	0.98	---
	0.95	4
	0.90	5
	0.85	---
	0.75	≥ 6
No. 200 Sieve	1.00	0.0-2.0
	0.98	2.5
	0.95	3.0
	0.90	---
	0.85	3.5
	0.75	≥ 4.0
Fineness Modulus	1.00	0.0-0.30
	0.98	0.31-0.34
	0.95	0.35-0.39
	0.90	0.40-0.46
	0.85	0.47-0.55
	0.75	≥ 0.56

**SPECIFICATIONS  
US 119 – PIKEVILLE-SOUTH WILLIAMSON ROAD  
WATER LINE RELOCATION  
ITEM No. 12-308.40  
MOUNTAIN WATER DISTRICT  
PIKE COUNTY, KENTUCKY**

*Prepared By:*

**KENVIRONS, INC.  
452 VERSAILLES ROAD  
FRANKFORT, KENTUCKY 40601**

**PROJECT No. 1998173**

**November 2002**

## SECTION 1 WATER MAINS

1.1 Work Included. Under these items, the CONTRACTOR shall provide all labor, tools, equipment and materials to furnish and install the water mains as shown on PLANS and as directed.

1.2 Water Pipe Materials. All pipe materials listed below shall conform to manufacturer's standard lengths and diameters. Testing when required by the owner shall be done in accordance with the appropriate ASTM Specs for the material selected.

1.2.1 Main Type. Main type shall be PVC water pipe or ductile iron.

1.3 Water Main Specifications.

1.3.1 Polyvinyl Chloride (PVC) Pipe (SDR 17), (SDR 21) PVC pipe shall comply with ASTM D-1784 for material and shall be Class 250 (SDR 17) and Class 200 (SDR 21) as shown on the PLANS or indicated in the proposal form. (SDR PR, Type 1, Grade 1). All PVC pipe shall conform to the latest revisions of the following specifications:

ASTM D2241 (PVC Plastic Pipe SDR-PR and Class T)  
National Sanitation Foundation Testing Laboratories (NSF)

The name of the manufacturer of the plastic pipe to be used must be found on the current listing of Plastic Materials for Potable Water Application, published by the NSF (National Sanitation Foundation), Ann Arbor, Michigan, and must meet the requirements of the Standard Specification for Polyvinyl Chloride (PVC) Plastic Pipe, D1784, 12454-B (PVC 1120) published by ASTM. Rubber gaskets shall conform to ASTM D3139.

Wall thickness shall be in accordance with ASTM D-2241. Pipe ends shall be beveled to accept the gasket coupling. The bell section shall be designed to be at least as strong as the pipe wall.

Samples of pipe, physical and chemical data sheets shall be submitted to the Engineer for approval and his approval shall be obtained before pipe is purchased.

The pipe shall be homogeneous throughout and free from cracks, holes, foreign inclusions, or other defects. The pipe shall be as uniform as commercially practical in color.

Pipe shall have a ring painted around spigot ends in such a manner as to allow field checking of setting depth of pipe in the socket. Pipe must be delivered to the job site by means that will adequately support it, and not subject it to undue stresses. In particular, the load shall be so supported that the bottom rows of pipe are not damaged by crushing.

Pipe shall be unloaded carefully and strung or stored as close to the final point of placement as is practical.

Pipe markings shall include the following, marked continuously down the length:

- Manufacturer's Name
- Nominal Size
- Class Pressure Rating
- PVC 1120
- NSF Logo
- Identification Code

Lubricant shall be water soluble, non-toxic, non-objectionable in taste and odor imparted to the fluid, non-supporting of bacteria growth, and have no deterioration effect on the PVC or rubber gaskets.

1.3.2 Polyvinyl Chloride (PVC) Pipes - C.I. - Pipe Size. This pipe shall meet the requirements of AWWA C900, latest revision, "Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4" through 12" for Water" and shall be furnished in cast-iron pipe equivalent outside diameters with rubber-gasketed separate couplings.

The pipe shall be made from Class 12454-A or Class 12454-B virgin compounds as defined in ASTM D-1784. The standard code designation shall be PVC 1120. The PVC compounds shall be tested and certified as suitable for potable water products by the NSF Testing Laboratory and shall carry the NSF approval marking.

Solvent-cement couplings or joints shall not be used. PVC joints using elastomeric gaskets shall be tested as assembled joints and shall meet the laboratory performance requirements specified in ASTM D-3139.

Pipe shall be pressure Class 200, DR 14 (Dimension Ratio), as shown on the plans or the bid form.

Pipe and couplings shall be marked as follows:

- a) Nominal size and OD base.
- b) Material code designation (PVC 1120).
- c) Dimension ratio number.
- d) AWWA pressure class.
- e) AWWA designation number (AWWA C900).
- f) Manufacturers name or trade-mark and production record code.
- g) Seal of the NSF Laboratory.

Pipe and couplings shall meet or exceed the following test requirements:

<b>Sustained Pressure DR</b>	<b>ASTM D-1598 (1,000 Hrs.) Sustained Pressure</b>
14	650

<b>Burst Pressure DR</b>	<b>ASTM D-1599 (60-70 seconds) Minimum Burst Pressure</b>
14	985

Each standard and random length of pipe shall be proof-tested at four times its rated class pressure for a minimum of 5 seconds. Bells or couplings shall be tested with pipe.

The pipe shall not split, crack, or break when tested by the parallel-plato method as specified by ASTM D-2241.

The pipe shall not flake or disintegrate when tested by the acetone-immersion method as specified in ASTM D-2241.

Pipe shall be furnished in standard laying lengths of 20 ft.  $\pm$  1 in. A maximum of 15 percent of each pipe size may be furnished in random lengths of not less than 10 ft. each.

**1.3.3 Ductile Iron Pipe.** Ductile iron pipe shall be designed in accordance with AWWA C150 (ASA A21.50) and for pressures and conditions as stated in these specifications or called for on the plans. Ductile iron pipe shall conform to AWWA C151 (ASA A21.51.).

The specified thickness will be determined for the given internal and external loading requirements in accordance with ASA A21.50. The class of pipe, wall thickness, and coatings required will be shown on the plans or the bid form for all ductile iron pipe installation.

Pipe may be furnished in 12, 16, 16 1/2, 18 or 20 feet nominal laying lengths.

The ENGINEER shall be provided with five (5) copies of each of the following tests for each contract involved:

- a) Talbot strip test.
- b) Ring and full length bursting tests.

- c) Chemical analysis of pipe.
- d) Certification that pipe was hydrostatically tested.

Any pipe not meeting the AWWA Specifications quoted above shall be rejected in accordance with the procedure outlined in the particular specifications.

The net weight, class or nominal thickness and sampling period shall be marked on each pipe.

Pipe joints shall be mechanical joint, rubber ring slip joint, flanged, or locked mechanical joint manufactured with Acrylonitrile Butadiene.

1.3.4 Fittings. Ductile iron mechanical joint or push-on type fittings with appropriate adapters shall be used with PVC pipe. All such fittings shall be approved by the pipe manufacturer, and complete data sent to the ENGINEER, including the manufacturer's approval, for review. Fittings shall comply with AWWA C110 or C111 and shall be manufactured for the size and pressure class of the line on which they are used. All fittings shall be manufactured in the United States of America.

1.3.5 Pipe Handling. Pipe delivered to site in general, will be stored, handled, distributed, placed, joined together, etc. in accordance with the Manufacturer's recommendation unless instructed otherwise by these specifications or by the ENGINEER.

1.4 Water Line Location. The CONTRACTOR shall be responsible for construction stakeout, based upon horizontal and vertical control points furnished by the ENGINEER. Changes in either vertical or horizontal alignment, as may be required during construction due to unforeseen obstacles or to accommodate changes in right-of-way, shall be made by the CONTRACTOR at the direction of the ENGINEER. Such modifications in alignment shall be accommodated by the CONTRACTOR and the completed work shall be paid for under the unit prices bid for the work.

1.5 Excavation. The CONTRACTOR shall make trench excavations to only such width to provide ample room for proper construction. Sheet piling and shoring shall be provided as required for proper safety and compliance with OSHA regulations. Rock excavation shall be taken to a depth of 6-inches below bottom of pipe. If poor foundation conditions exist due to organic material or quicksand, the trench shall be under-excavated to the depth required and filled with stone to obtain proper bearing capacity.

Watchmen or barricades, lanterns and other such signs and signals as may be necessary to warn the public of the dangers in connection with open trenches, excavations and other obstructions, shall be provided by and properly maintained at the expense of the CONTRACTOR.

Only one-half of street crossings and road crossings shall be excavated before placing temporary bridges over the side excavated for the convenience of the traveling public.

1.6 Blasting and Rock Excavation. The CONTRACTOR shall make his own investigation as he deems necessary to ascertain the sub-surface conditions to be encountered in the work. **No extra payment shall be made for rock excavation or bedding.**

All blasting operations shall be conducted in accordance with municipal ordinances, state and federal laws and Section 9, Explosives, of the "Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, Inc. Soil particle velocity shall not exceed limit set by Kentucky law. All explosives shall be stored in conformity with said ordinances, laws and safety regulations. No blasting shall be done within five feet of any water mains, sewer lines, natural or manufactured gas lines, liquid petroleum product lines or other utilities. Any damage done by blasting is the responsibility of the CONTRACTOR and shall be promptly and satisfactorily repaired by him.

The CONTRACTOR shall use delay caps or other approved methods to reduce earth vibrations and noise. Mud capping, as defined in the above manual, will not be permitted as a method of breaking boulders. No blasting shall be permitted on Sundays or after dark.

Prior to commencing with the work, the CONTRACTOR shall, during a pre-construction conference with the OWNER and ENGINEER, state clearly his approach to performing the excavations on the project. He shall be familiar with the laws and ordinances covering blasting and shall also give consideration to the use of hydraulically operated rock breaking devices in lieu of blasting where considered necessary. If blasting is not handled in an expert manner at all times, the ENGINEER reserves the right to suspend blasting and require the work to proceed without it.

Prior to blasting, the CONTRACTOR shall make his own detailed pre-blast survey of adjacent walks, curbs, retaining walls, house foundations, etc. to determine conditions prior to the work. Such a file of information, including photographs, may be certified in such a manner as the CONTRACTOR believes necessary since this is information that may stand in his defense.

1.7 Storage of Excavated Material. All excavated material shall be stored in a manner that will not endanger the work and that will avoid obstructing roadways, sidewalks, and driveways. Hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, fire and police call boxes or other utility controls shall be left unobstructed and accessible. Gutters shall be kept clear or other satisfactory provisions made for street drainage, and natural watercourses shall not be obstructed.

1.8 Shoring, Sheet piling, and Bracing. The CONTRACTOR shall furnish, place and maintain such sheet piling and bracing as may be required to support the sides of the excavation or to protect other structures from possible damage. All sheet piling and bracing shall be removed upon completion of the work, unless permitted to be left in place by the

ENGINEER. Any sheeting or bracing left in place shall be cut off at least two feet below the finished ground surface elevation. The cost of furnishing, placing, maintaining and removing sheeting and bracing shall be included in the unit price bid for water lines. All work shall conform to OSHA requirements.

1.9 Removal of Water. The CONTRACTOR shall provide adequate pumps, temporary drains and appurtenant equipment to dewater excavations in such a manner that will not interfere with the progress of work.

1.10 Bedding. All water lines shall be bedded with 6-inches of #9 or approved equal stone under and on both sides of the pipe where necessary when rock or poor foundation conditions exist.

1.11 Thrust Blocks and Anchorage. Thrust blocks shall be installed whenever the pipe line changes direction, as at tees, bends, crosses, stops, as at a dead end; or at valves. The locations of thrust blocks depend on the direction of thrust and type of fitting. Their size and type depends on pressure, pipe size, kind of soil, and the type of fitting. Where thrusts act upward (as at vertical curves) the weight of the pipe, the water in the pipe and the weight of the soil over the pipe should be determined to make certain that the total weight is sufficient to resist upward movement. If there is not enough soil or if it will not compact over the pipe or it is too soft and mushy to resist movement, then ballast or concrete may be placed around the pipe in sufficient weight and volume to counteract the thrust. Where a fitting is used to make a vertical bend, the fitting may be anchored to a concrete thrust block designed to key in to undisturbed soil and to have enough weight to resist upward and outward thrust, since the newly placed backfill may not have sufficient holding power.

Thrust blocks shall be constructed of not less than Class B concrete conforming to KTC Specification 601 and placed between the fitting and the trench wall. It is important to place the concrete so it extends to undisturbed (freshly cut) trench wall.

The thrust blocks shall be sized as shown on the DRAWINGS contained elsewhere in these Specifications.

1.12 Backfill. Trenches shall be backfilled and "walked in" at once up to the height specified and shown in the PLANS. Backfill material shall be such that it may be compactly tamped around the pipe. No rock larger than two inches will be permitted within six inches of the pipe. No loose rock larger than six inches shall be less than 12 inches from the pipe. In open, unpaved, or unsurfaced areas the remainder of the fill may be thrown in loose and ridged up over the top of the trench. Mechanical backfilling shall be done with a roto-backfiller or angle dozer. When trenches are in the traveled areas or other places where property will be damaged by settlement of fill, sufficient compaction shall be made immediately. The remainder of the dirt shall be ridged up over the trench unless otherwise ordered by the ENGINEER. The CONTRACTOR at no time shall open up more than 500 feet of trench ahead of backfill and cleanup.



Any damage to underground structures, pipes, wires, drains, etc. shall not be backfilled until they have been satisfactorily repaired or replaced to the original serviceability at the CONTRACTOR'S expense and as approved by the ENGINEER. Settlement of backfill may be done with water furnished by the CONTRACTOR under the direction of the ENGINEER where such will not endanger traffic or damage property. When excavated rock is used for backfilling, it shall have sufficient dirt or fine material to fill all voids and shall not be used within twelve inches of the pipe. All excess rock shall be cleaned up and taken away. No rock larger than two inches shall be left. In areas to be mowed, area shall be raked and smoothed with no rock larger than one inch.

The CONTRACTOR shall maintain the job in a neat and cleaned up condition at all times so as to cause minimum nuisance to the people. Procrastination of clean up and repair will not be tolerated. Minimum trench dirt shall be left outside trench and no soil outside trench shall be removed. Wherever it is necessary to tamp the trench because of traffic, sodding, or other conditions, the ENGINEER will so instruct the CONTRACTOR who will include this cost in unit price bid. This tamping must have a compaction of at least 90 percent. The CONTRACTOR will be responsible for any settlement or damage due to settlement where tamping has been done. The tamping must be done the same day that trenching is done if there appears to be any danger of precipitation. If the weather appears to be safe, the ENGINEER may permit the CONTRACTOR to complete the tamping the following day. Where tamping is ordered, all excess dirt must be removed the day trenching is done or the following day.

1.13 Temporary Surfacing. All trenches in streets, roads or drives shall, following compacted backfill, receive a top layer of compacted #610 dense grade stone. Such temporary surfacing shall be maintained, including nights and weekends, and such areas shall be paved within two weeks as soon as conditions permit. All public or private drives shall be promptly backfilled or bridged.

1.14 Testing. The water line and appurtenances, as rapidly as valves are installed, shall be tested to the pressure rating of the pipe, or as directed by the ENGINEER, at point of maximum pressure. Defective joints of pipe shall be cut out and replaced as directed by the ENGINEER. Cracked or defective pipe fittings, valves or hydrants disclosed in the pressure test shall be replaced by the CONTRACTOR with sound material, and the test shall be repeated until the test results are satisfactory to the ENGINEER.

The CONTRACTOR shall maintain required pressure for twenty-four (24) hours and shall measure the amount of water necessary to maintain this pressure for this length of time. The amount of water used to maintain the pressure shall not exceed one (1) gallon per 24 hours per mile of pipe per inch nominal diameter of the pipe except in special hardship cases.

All leaks shall be repaired whenever or wherever there is evidence of a leak and the location is known or can be reasonably found. Water used by the CONTRACTOR shall be paid for by the CONTRACTOR at the monthly rates published by the DISTRICT.

1.15 Sterilization. Upon completion of a section, disinfection shall be done strictly in accordance with the procedure designated in Kentucky State Department of Health regulations which reads as follows: "All new water distribution systems including storage distribution tanks and repaired portions of or extensions to existing systems shall be thoroughly disinfected before being placed in service by the use of chlorine or chlorine compounds in such amounts as to produce a concentration of not less than 50 ppm and a residual of not less than 25 ppm at the end of 24 hours and followed by thorough flushing." Putting small amounts of powdered chlorine in each joint will not be acceptable. Where the new system is connected to the present system the CONTRACTOR will install a 3/4" water meter for the CONTRACTOR on a regular water meter customer basis.

The CONTRACTOR shall mix a chlorine solution of at least 50 ppm and fill the line with it. If the solution is 200 ppm it can be drained to succeeding sections several times without replenishing the chlorine, provided the residual can be maintained. The services shall all be in before the chlorine is drained. After 24-hours the line can be pressure tested. When pressure test is accepted, the line may be drained to the next section.

When customers start using the line the CONTRACTOR will move the meter to the valve beyond the last customer. At all times the CONTRACTOR will use water through the meter. This will prevent tanks being drained and inconvenience to customers.

1.16 Service Connections. Any utility connections encountered in the work shall be preserved and protected. Where relocation or repair is required to accommodate the work, they shall be made in a manner acceptable to the utility having jurisdiction over the service connection. Accommodation of service connections shall not constitute any basis for extra payment.

1.17 As-built Drawings. As each line is installed, i.e. Line A, etc., the CONTRACTOR shall maintain a carefully marked-up set of plans to show exact "as-built" location of all valves, flush hydrants, tees, blind flanges, tie-ins to existing lines, altitude valves, etc. All drawings shall pinpoint locations by two measured distances from prominent landmarks. As-built drawings shall also show the accurate location of other structures and utilities adjacent to or crossing the work. As-built drawings shall be periodically delivered to the ENGINEER.

1.18 Coordination With Utilities. Prior to construction, the CONTRACTOR shall arrange to meet with representatives of all utilities, and provide them with his anticipated work schedule. The CONTRACTOR shall have the utilities make their best determination of utility locations in the areas in which he is working. Throughout the progress of the work, such field markings of utilities shall be kept current.

NOTE: Several High Pressure Gas Mains are located in project area. CONTRACTOR shall work on their easements only with prior arrangements.

Repairs to any utilities damaged by the CONTRACTOR shall normally be performed by the utility at the CONTRACTOR'S expense, unless the CONTRACTOR and the utility negotiate other understandings and/or procedures.

1.19 Payment for Water. All water used from the OWNER supply shall be metered by meters supplied by the CONTRACTOR. The CONTRACTOR shall pay for such water monthly at the rates published by the DISTRICT. Water lost during water line breakage shall be computed at the monthly rates published by the DISTRICT. The quantity lost shall be computed on the basis of a discharge velocity of 7 feet/second, the diameter of the line, and the estimated duration of free uncontrolled discharge.

1.20 Cleanup. The CONTRACTOR shall provide effective cleanup of the work as it progresses. At the time of final inspection, no trenches shall show any undue evidence of the previous construction. All areas shall be left free of ruts due to construction equipment and shall have a clean and neat appearance without rubble or debris. The areas shall not be mounded up and shall be completely restored, and all yards and fields shall be re-seeded so land may be cultivated, mowed, etc. Straw and fertilizing shall accompany the seeding and the seed mixture shall match existing ground cover. If necessary to hasten proper restoration of terraces, principally along ditch lines, the CONTRACTOR shall sod such areas at the ENGINEER'S direction. For all line segments, final cleanup shall be performed within 60 days from day of installation.

1.21 Protection of Adjacent Landscape. Reasonable care shall be taken during construction of the water lines to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

In the course of construction, the CONTRACTOR may deflect horizontal alignment of the water line to avoid trees and to keep from damaging their roots. The CONTRACTOR shall be fully responsible for settling all claims by private property owners concerning damage to trees and shrubs.

1.22 Dredge or Fill Material Discharge. Prior to the discharge of any dredged or fill material into streams, the contractor shall attain a Section 404 Permit from the U.S. Army Corps of Engineers.

1.23 Connection to Existing Water Mains. The CONTRACTOR shall be responsible for connecting the new water main to the existing water lines at the locations shown on the PLANS and capping abandoned lines at the direction of the ENGINEER.

1.24 Underground Marking Tape. At all locations where PVC pipe is utilized, a detectable underground marking tape shall be placed in the trench approximately six inches below the finished grade. The tape used shall be mylar encased aluminum foil with the printing "CAUTION - Buried Water Line Below." Printing shall be readable

through the clear mylar and surface printing is not acceptable. Tape size shall be 2 inch width as provided by Lifeguard, Inc. or approved equal. Color of the tape shall be blue.

1.25 Connection to Existing Lines. The CONTRACTOR shall make the connections to the existing lines where shown on plans and the connections shall be included in the price for furnishing and laying water lines.

1.26 Measurement and Payment. The unit prices bid for water lines shall constitute full payment for furnishing and installing such lines, including all work as specified hereinabove. The distance shall be precisely measured as work progresses.

In making monthly payment estimates, failure of the contractor to provide continuous and orderly clean-up, periodic testing and orderly "as-built" records shall reduce "work-in-place" computations by ten percent (10%).

## SECTION 2 CASING PIPE

### 2.0 COVER PIPE

2.1 Work Included. At the locations stated in the Proposal and as shown on PLANS, the CONTRACTOR shall furnish and install casing pipe for water lines.

2.2 Materials. Bored and jacked casing pipe shall be plain end steel pipe conforming to AWWA Specification C200 with a minimum yield strength of 35,000 psi. The inside diameter of the casing pipe shall be a minimum of four inches greater than the largest outside diameter of the water pipe, joint or coupling.

The minimum wall thickness shall be in accordance with the following table:

Diameter of Casing - Inches	Minimum Wall Thickness - Inches	
	Under Railroads	All Other Uses
less than 18	0.312	0.230
18	0.312	0.250

Casing pipe shall have continuously welded joints. Any field welding shall be performed by a certified welder and shall be in accordance with AWWA Specifications C206.

Refill material shall be KTC standard #57 crushed stone or Class "B" concrete as required by the ENGINEER. Crushed stone and concrete shall conform to KTC Specifications 805 and 601, respectively.

Backfill concrete shall be Class "B" conforming to KTC Specification 601.

2.3 Prior Approvals. Prior to boring and jacking under roadways and railroad tracks, the CONTRACTOR shall submit drawings and other necessary information regarding the proposed construction to the ENGINEER for approval by the proper authorities.

2.4 Bore and Jack Construction. The CONTRACTOR shall investigate the subsurface conditions which will be encountered and shall base his bid on his findings. No distinction shall be made between boring through earth and boring through rock.

The CONTRACTOR shall provide a jacking pit, bore through the earth and/or rock and jack the casing pipe into place at the proper line and grade. The carrier pipe shall be pushed through the casing pipe with care being taken to insure that the pipe joints are tight and properly made.

Positioning guides (insulators) shall be utilized on all carrier pipe which is within the casing pipe. Positioning shall be accomplished by the use of pre-built spacers such as

those manufactured by the RACI Corp. or an approved equal. The contractors shall submit the type of position guide proposed for use for the approval of the Engineer. Spacing of the positioning guides shall be in accordance with the drawings.

The approach trench shall be large enough to accommodate one section of casing pipe and the jacks and blocking. Two rails or sills should be laid in the bottom of the trench to keep the casing at the established line and grade.

The installation procedure must be such that the casing pipe is placed concurrently with the removal of the soil. The outside diameter of the lead auger section must not be less than 1/2" smaller in diameter than the casing inside diameter.

The ends of the casing pipe shall be plugged and made watertight prior to backfilling. A neoprene coupling that will slip over the cover pipe and allow the carrier pipe to pass through will be considered water-tight. The flexible coupling shall be such as those manufactured by the Fernco Joint Sealer Co. or an approved equal.

2.5 Open Trench Construction The trench shall be excavated to a minimum width that will allow the pipe installation. The trench walls shall be kept as nearly vertical as possible. The minimum specified cover above the pipe shall be maintained. The Standard Details section shows the requirements for open trench crossings.

The backfill in the trench under any roads, driveways, or parking areas where the open trench method is used shall be of the type shown in the Standard Details and shall be deposited and compacted in uniform layers not to exceed the depth shown in the Standard Details.

The surface of the road, driveway, or parking area shall be replaced with the same type of material as specified under Pavement Replacement.

2.6 Traffic Control Devices and Maintenance of Traffic. The proper placement and maintenance of traffic control devices and the maintenance of traffic flows shall comply with the standards set forth under the General Specifications.

The CONTRACTOR shall notify the proper City, County, or State officials prior to the commencement of boring and jacking or tunnel operations.

2.7 Measurement and Payment. The unit price bid per linear foot for boring and jacking, as measured from end to end of casing pipe, shall constitute full compensation for the work as specified. Carrier pipes shall be furnished under Water Mains as described in other portions of the detailed specifications.

2.8 Elimination of any Bore. In the event the OWNER is permitted to install water lines through any of the State or County roads, employing open-cut methods, then payment for cover pipe installations shall be without the bore and pavement shall be replaced to State standards, but paid for under Pavement Replacement.

### SECTION 3 VALVES AND VALVE BOXES

3.1 Work Included. The CONTRACTOR shall provide all labor, materials, equipment and tools to install gate valve and valve boxes shown on the PLANS and as directed.

3.2 Materials. Valves shall be designed for a minimum water working pressure of not less than 200 pounds per square inch. Valves shall have ends required for the piping in which they are installed. Gate valves shall have a clear water way equal to the nominal diameter, and shall be opened by turning to the left. The operating nut or wheel shall have an arrow cast in the middle, indicating the direction of opening. Each valve shall have the maker's initials, pressure rating and the year in which manufactured, cast on the body. Prior to shipment from the factory each valve shall be tested by hydraulic pressure of at least 300 pounds per square inch.

Valves two inches and larger shall be iron body, bronze mounted, non-rising stem, resilient-seated gate valves and shall conform to standard specifications of the American Water Works Association. The CONTRACTOR shall furnish the ENGINEER catalogs showing description, type, and dimensions of valves he proposes to use subject to approval by the ENGINEER.

Valve boxes shall be of cast iron of extension type with screw or slide adjustments and with flared base. The minimum thickness of metal shall be 3/16 inch. The cover shall have the word "WATER" cast in the metal. Valve boxes shall be installed over each outside gate valve unless otherwise shown on the PLANS. The boxes shall be of such lengths as will provide a cover of not less than 30 inches over the pipe. Two valve wrenches shall be furnished.

3.3 Installation. Valve boxes shall be set plumb and straight and with the operating nut directly in the center in thoroughly compacted earth with the top of the box level and projecting one fourth inch above high type streets, and an inch above other unpaved streets. The valve boxes, except in high type streets, shall have a four inch thick concrete slab three feet in diameter around and sloping away from the valve box.

3.4 Payment. The unit price bid shall constitute full compensation for furnishing and installing valves and valve boxes or tapping sleeve and valve.

## SECTION 4 WATER TIE-INS

4.1 SCOPE. The CONTRACTOR shall provide all labor, materials, equipment and tools to install tapping sleeve and valve and tie-ins as shown on the plans and as directed.

4.2 TIE-IN INTO EXISTING PIPELINE. This work shall consist of connecting new water pipes to the existing system where shown on the plans and shall include the necessary fittings, tapping sleeves, valves, and necessary equipment and material required to complete the connection.

Knowledge of pipe sizes in the existing system may not be accurate, therefore, it is recommend that the CONTRACTOR check outside diameters of existing pipe and types of pipe prior to ordering the required accessories. No additional payment will be allowed for matching pipe and/or accessories when the proper size is not ordered.

Neither the OWNER nor the ENGINEER can guarantee the location of the existing lines. The CONTRACTOR shall verify the location of all existing water mains and valves pertaining to the proposed improvements before excavation is started.

The necessary regulation or operation of the valves on existing mains, to allow for the connections being made, shall be supervised by the ENGINEER. Before shutting down an existing water main or branch main for a proposed connection, prior approval for a specific time and time interval shall be obtained from a representative of the OWNER. At no time shall an existing main be shut down without the OWNER'S knowledge and permission.

Excavation to existing water mains shall be carefully made, care being exercised not to damage the pipe. The excavation shall not be of excessive size or depth beneath the pipe. The sides of the excavation shall be as nearly vertical as possible.

The CONTRACTOR shall be responsible for any damages to the existing system and any such damage shall be repaired to the satisfaction of the ENGINEER at the CONTRACTOR'S expense.

The CONTRACTOR shall verify, by field inspection, the necessary sizes, lengths and the types of fittings needed for each inter-connection. Typical connections are shown on the plans and any modifications or changes shall be subject to the approval of the ENGINEER. The exact length of the proposed water main needed for this work shall also be determined by field measurement as required.

The probing required to locate existing mains is not a separate pay item.

4.3 ALIGNMENT OF TIE-INS. The CONTRACTOR shall be responsible for aligning tie-ins so that the coupling of the existing and new lines can be achieved without a



mechanical joint turn fitting, i.e., 90°, 45°, etc. A mechanical joint sleeve coupling should be used at tie-in junction.

4.4 PAYMENT. All tie-ins shall be incidental items. The unit price bid for gate valves shall be paid under Section 4.

## SECTION 5 HYDRANTS

5.1 SCOPE. The CONTRACTOR shall provide all labor, tools, equipment and materials to furnish and install fire hydrants, with gate valves, as shown on the Drawing.

### 5.2 MATERIALS

5.2.1 Regular Hydrants: All hydrants installed shall have a (6") mechanical joint (MJ) connection and shall have two hose outlets and one steamer connection designed for 200 psi working pressure or 300 psi hydrostatic pressure and shall conform to the latest version of AWWA C502. All working parts shall be bronze. The hose outlets and steamer nozzle shall be of such size and design that it will fit the existing fire fighting equipment. Hydrants shall be designed so that no water will be lost when they are broken off and so they can be repaired with a repair kit. Design, materials, and workmanship shall be similar and equal to the latest stock pattern ordinarily produced by the manufacturer. Length of barrel shall be such to provide 3½ foot bury depth. All hydrants shall have a 5 ¼ inch valve opening against pressure. The hydrants shall be equal to those manufactured by Mueller Super Centurion 200, or approved equal.

5.2.2 Flush Hydrants: Flush hydrants shall meet the above conditions, except the mechanical joint connection shall be 4-inch, the steamer nozzle is deleted and the valve opening is 4½ inches. Flush hydrants shall be Mueller Super Centurion 200, or equivalent.

5.2.3 Paint: Hydrants shall be painted red paint and "touched-up" following installation.

5.2.4 Submittals: Working drawings and full description of hydrants shall be submitted to the ENGINEER before ordering.

5.3 INSTALLATION. Hydrants shall be set at such elevations that the connecting pipe will have the same depth of cover as the distribution main. The hydrant shall be set upon a slab of stone or concrete not less than 15 inches (square) x 4 inches (thick). The back of the hydrant opposite the pipe connection shall be firmly anchored as shown on the Drawings to prevent the hydrants from blowing off the line. If the character of the soil is such, in the opinion of the ENGINEER, that the hydrant cannot be securely wedged, an in-line restraint system shall be used which shall be protected by an acid resistant coating.

Not less than seven cubic feet of No. 57 stone shall be placed around the base of the hydrant for drainage. Before the stone is placed and before it is backfilled the drain hole shall be inspected and thoroughly cleaned if necessary. The backfill around the hydrant shall be thoroughly compacted to the grade line in a manner satisfactory to the

ENGINEER. Hydrants shall have the interior cleaned of all foreign matter before installation.

All hydrants will be installed with the pumper connection facing the main access road or as directed by the ENGINEER.

Stuffing boxes shall be tightened and the hydrants shall be inspected in open and closed positions to see that all parts are in working condition.

5.4 PAYMENT. The unit price bid for Hydrant Assembly shall constitute full compensation for furnishing and installing the fire hydrants and associated gate valve, valve box, stone, fittings and concrete collar as depicted on the Drawings and as specified herein. Thrust blockage or restraint systems, as required, are considered incidental and will not be measured for separate payment.

## SECTION 6 RECONNECT WATER METERS AND SERVICES

### 6.1 GENERAL

The CONTRACTOR shall furnish all labor, tools, equipment, and materials necessary for installing or reconnecting meter services as shown on the plans and as directed.

### 6.2 RECONNECT METER SERVICE

The CONTRACTOR shall move and reconnect existing meter services as specified on the plans. The meter setting shall be outside of the right of way of the road. The contractor may use the existing meter, meter box and cover, coppersetter (including cut-off valve and check valve), for the reconnection service. Any part of the existing meter setting damaged by the CONTRACTOR shall be replaced with new material as described in section 7.4 Water Meter Settings. Any new material will be at the CONTRACTOR'S expense. Any additional service tubing needed shall be provided as described in section 7.5 Services.

Payment for this item will be for each meter moved with the service reconnected.

### 6.3 ABANDON METER SERVICE

All abandon meter services will be performed by the Mountain Water District. There will be no payment for this item.

### 6.4 WATER METER SETTINGS

6.4.1 MATERIALS. Meters shall include meter box and cover, meter, coppersetter (including cut-off valve and check valve), four feet of pipe, saddle and corporation stop iron pipe or rod to hold meter plumb, plus two feet of pipe and plug or cap on the customer's side of meter. (This latter item is to prevent the customer or his plumber from disarranging or loosening the meter after the CONTRACTOR has already set the meter in its proper position.) Where the main line is in the highway right-of-way, meters shall be set as close to the right-of-way fence as practicable. The standard details show the required meter setting.

6.4.1.1 Service Tubing: Service tubing shall be ¾" Type K Copper and shall meet all AWWA specifications with a minimum pressure rating of 200 psi.

6.4.1.2 Setters: All setters shall be "tandem" setters with 12-inch rise and integral pack joints for 1" CTS at the inlet and ¾-inch IPS at the outlet, such as Ford's 170 Series Coppersetters, or approved equal. Setters shall be complete with a ball-type corporation stops on the inlet side of the meter, and a dual check valve on the outlet.

6.4.1.3 Meters: Meters shall be 5/8" x 3/4", with low torque magnetic drives, in a cast bronze case, with a tamper-proof seal and standard frost bottom; and a working pressure of 150 psi. All meters shall be manufactured in accordance with AWWA C700. Meters shall be Neptune T-10, or approved equal.

6.4.1.4 Meter Boxes: Boxes shall be 18-inch diameter polyethylene, corrugated outside, smooth inside and height to accommodate the specified 12-inch rise tandem setter, with a service depth of 18 inches and minimum of 2-inch clearance between the yoke of the setter and the bottom or sides of the box. The lid shall be cast iron, raised frame type with a single-hole for the remote reading module. Boxes and lids shall be equal to Tyler Series, respectively, or approved equal.

6.4.1.5 Pressure Regulators: Residential pressure reducing valves (PRV) shall be installed in each setting. The PRV shall be Wilkins 600 SCLU series, or approved equal, with sealed case. Each PRV shall have an adjustable range of 25 to 75 psi, factory set at 50 psi.

6.4.2 Installation: Meters shall be set, complete as specified herein before, in a workmanlike manner. Backfill shall be neatly compacted to within 1/2" of the lid, or as directed by the DISTRICT. The top of the meter shall be at least 18 inches below the ground line. The customer-side tubing shall extend from the meter to 10-foot inside the customer's property line. When permitted, splicing of short pieces PE tubing shall be accomplished by butt fusion or compression fittings under the DISTRICT'S supervision. All disturbances in yards shall be immediately regraded, seeded and protected with straw mulch.

## 6.5 PAYMENT

The unit price bid multiplied by the number of meters set and accepted shall constitute full compensation for furnishing and installing the saddles, corporation stops, check valves, pressure regulators, meters, yokes, holding rods, boxes and lids, as well as, specified tubing.

Jacking service tubing under pavement and installations requiring stream crossings are considered incidental to the overall, successful meter installation; and, as such, no separate measurement or payment will be made therefore.

## SECTION 7 PAVEMENT REPLACEMENT

7.1 Work Included. Under this item, the CONTRACTOR shall provide all labor, tools, equipment and materials to install all pavement restoration at the water line trench.

This shall include replacement of all bituminous and concrete pavements and all sidewalks, which have had to be removed as directed by the ENGINEER.

7.2 Work Not Included. Replacement of gravel or stone roadways or drives disturbed during construction shall be performed by the CONTRACTOR and shall be deemed to be paid for under prices bid under water lines. Also, pavement disturbed by the CONTRACTOR'S equipment, but in the normal line of work, shall be repaired by the CONTRACTOR at his expense.

7.3 Pavement Removal and Restoration. All concrete pavement to be removed for water line construction shall be saw cut at a unit width not exceeding the nominal pipe diameter plus 30-inches. All bituminous pavement shall be saw cut or spade cut, also at a width normally not exceeding pipe diameter plus 30-inches.

Upon completion of temporary stone surfacing as previously specified, the CONTRACTOR shall within two weeks re-pave the waterline trench in accord with the standard drawings shown. Deviations from dimensions of materials shown in the standard drawings to meet specific requirements stipulated by City, County, or State road officials shall be accepted by the CONTRACTOR, but such change shall not constitute any basis for extra compensation. Finished saw-cut pavement edges shall run parallel to the trench. Where edges erode or cave in during construction, the width between saw-cut lines shall be increased as required. Diagonal or curved out configurations shall normally not be accepted.

7.4 Sidewalks. Sidewalks that partially or fully lie over the line may be removed to accommodate installation of lines, and they shall be replaced in a neat and workmanlike manner at the expense of the CONTRACTOR.

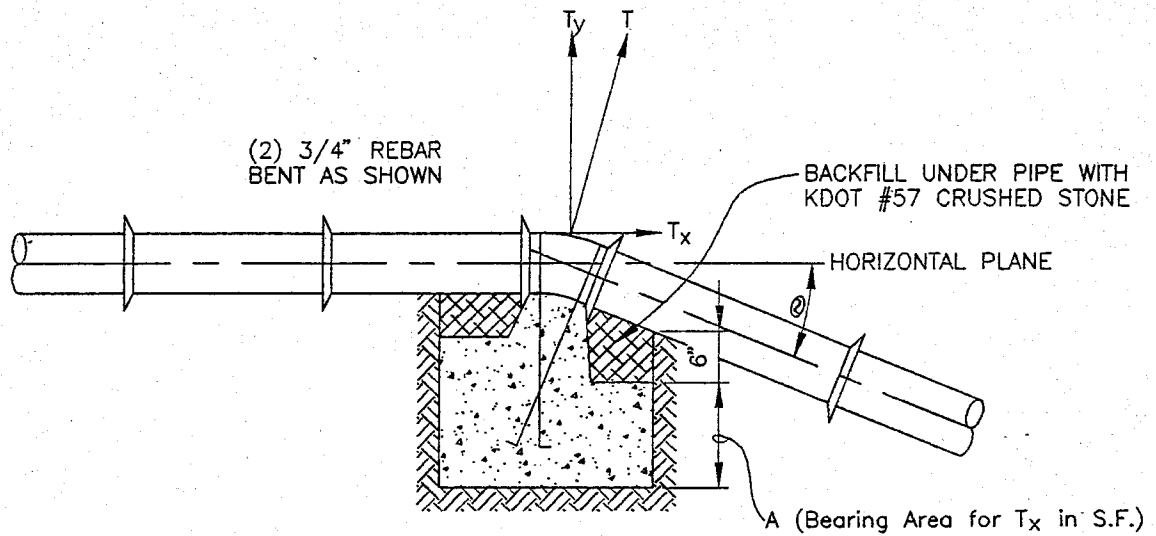
7.5 Incidental Care of Adjacent Structures. Throughout the work of water line installation and replacement, the CONTRACTOR shall exercise caution in providing protection to adjacent walks, pavement, curbs, gutters and related structures. Care shall be taken not to mar concrete or bituminous surfaces with equipment, and damage to such surfaces shall be properly repaired at CONTRACTOR'S expense.

7.6 Measurement and Payment. The unit price bid per linear foot for pavement replacement, as measured along the main centerline, shall constitute full compensation for the work.

## **STANDARD DRAWINGS**







## GRAVITY THRUST BLOCK

### NOTES

1. Thrust restraint table is based on pipeline pressure of 200 psi and earth bearing capacity of 1500psf. During construction, the specific soil type may be evaluated and concrete thrust block size revised at the discretion of the engineer.
2. On large diameter pipes where space limitations or construction difficulties render concrete thrust blocks not feasible or impractical, joint system may be used. This restrained joint system must be approved by the Engineer.
3. Concrete shall be 2500 psi minimum conforming to KDH Specifications 601.
4. Accessibility to fittings and bolts must be maintained.

VERTICAL THRUST BLOCK SCHEDULE

PIPE SIZE (INCHES)	90° BEND		45° BEND		22 1/2° BEND		11 1/4° BEND	
	V	A	V	A	V	A	V	A
4	25	2.5	18	1	10	1	5	1
6	57	5.7	40	1.6	22	1	11	1
8	101	10	71	3	38	1	20	2
10	157	16	111	5	60	1	32	3
12	226	23	161	7	86	2	45	5
14	308	31	219	9	117	2.5	62	6
16	402	40	285	12	153	3	81	8
18	509	51	361	15	194	4	102	10
20	628	63	446	18	239	5	126	13

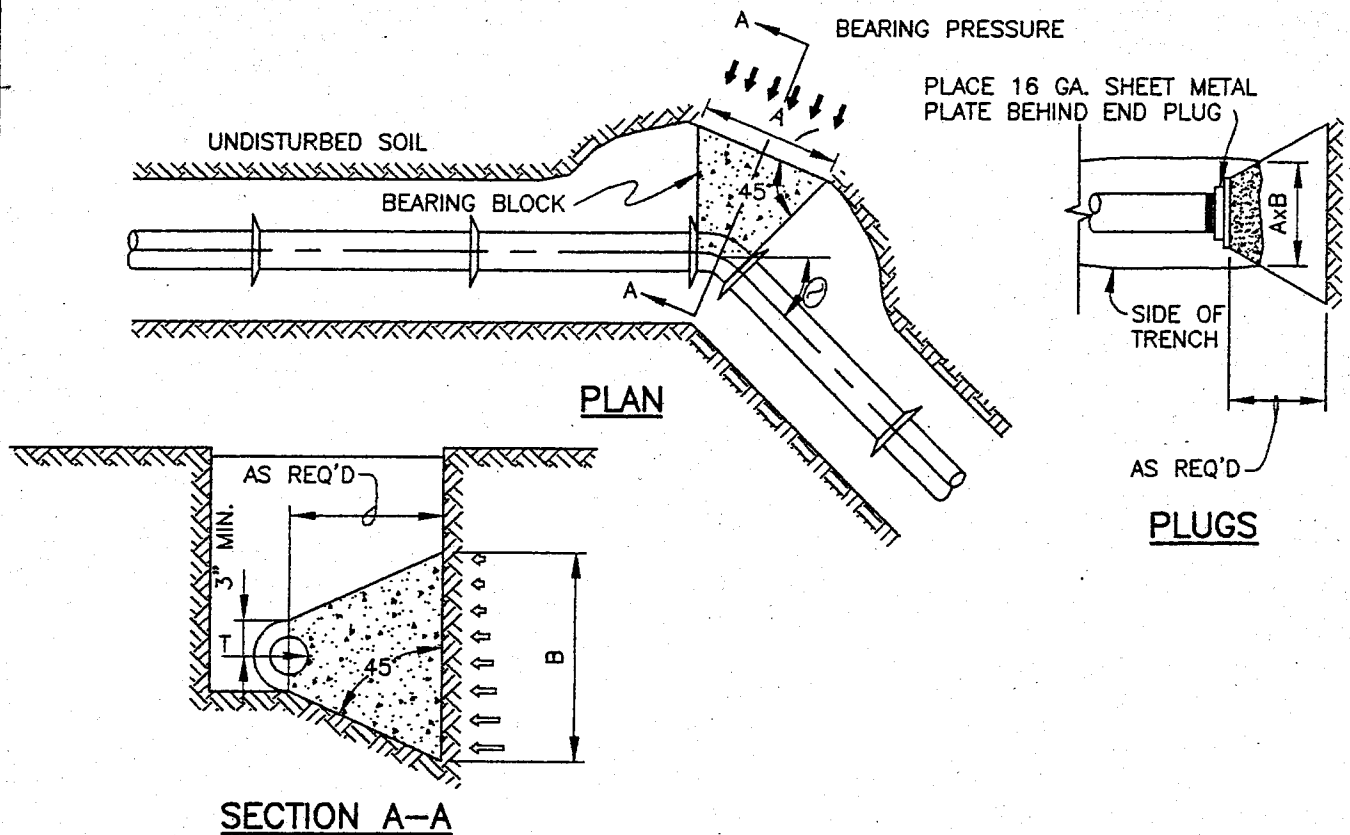
## VERTICAL THRUST BLOCK



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#### NOTES

1. Thrust restraint table is based on pipeline pressure of 200 psi and earth bearing capacity of 1500psf. During construction, the specific soil type may be evaluated and concrete thrust block size revised at the discretion of the engineer.
2. On large diameter pipes where space limitations or construction difficulties render concrete thrust blocks not feasible or impractical, joint system may be used. This restrained joint system must be approved by the Engineer.
3. Concrete shall be 2500 psi minimum conforming to KDH Specifications 601.
4. Accessibility to fittings and bolts must be maintained.

HORIZONTAL THRUST BLOCK SCHEDULE

PIPE SIZE (INCHES)	90° BEND		45° BEND		22 1/2° BEND		11 1/4° BEND		TEE, DEAD END	
	A	B	A	B	A	B	A	B	A	B
4	2'-6"	1'-0"	2'-0"	1'-0"	2'-0"	1'-0"	2'-0"	1'-0"	2'-0"	1'-0"
6	3'-8"	1'-6"	2'-6"	1'-3"	2'-0"	1'-0"	2'-0"	1'-0"	3'-0"	1'-6"
8	4'-4"	2'-3"	3'-3"	1'-8"	2'-4"	1'-2"	2'-0"	1'-0"	4'-0"	2'-0"
10	7'-6"	2'-0"	4'-0"	2'-0"	3'-0"	1'-6"	2'-2"	1'-1"	4'-8"	2'-4"
12	5'-6"	2'-9"	5'-0"	2'-6"	3'-6"	1'-9"	2'-6"	1'-3"	5'-6"	2'-9"
14	7'-8"	3'-10"	5'-8"	2'-10"	4'-2"	2'-1"	3'-0"	1'-6"	6'-5"	3'-3"
16	8'-9"	4'-4"	6'-6"	3'-3"	4'-8"	2'-3"	3'-4"	1'-8"	7'-6"	3'-8"
18	10'-0"	5'-0"	7'-3"	3'-8"	5'-4"	2'-8"	4'-0"	2'-0"	8'-6"	4'-0"
20	11'-0"	5'-6"	8'-0"	4'-0"	6'-0"	3'-0"	4'-4"	2'-2"	9'-2"	4'-7"

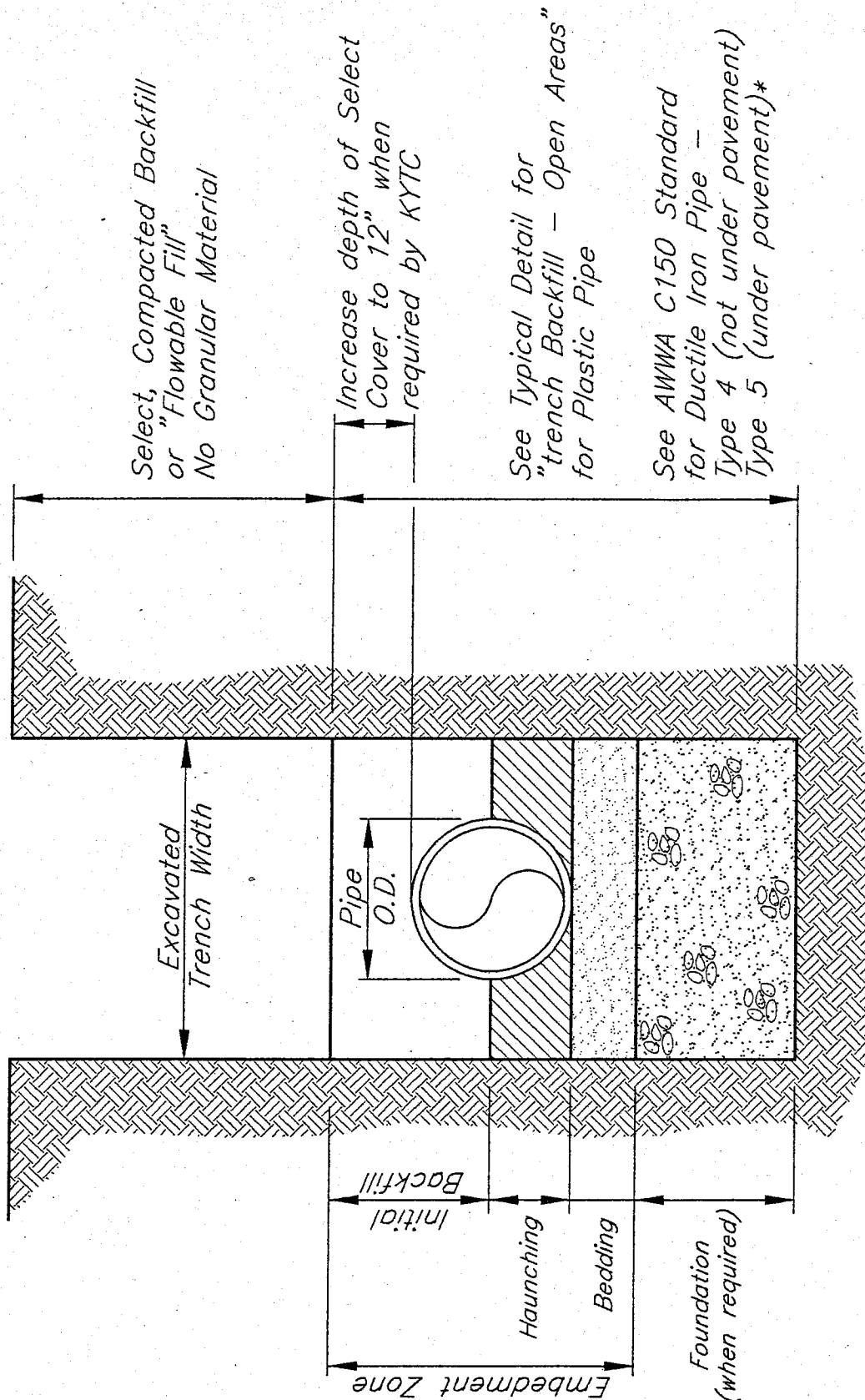
## HORIZONTAL THRUST BLOCK



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\* When "Open-cutting" of State Highway is permitted, pipe laying, encasement requirements, backfill placement, pavement replacement, etc. shall be as required by the encroachment permit issued by the Kentucky Transportation Cabinet (KYTC). By reference, such permit(s) shall become part of the contract. It shall be the CONTRACTOR'S responsibility to maintain a copy of KYTC permit(s) on the job site at all times.

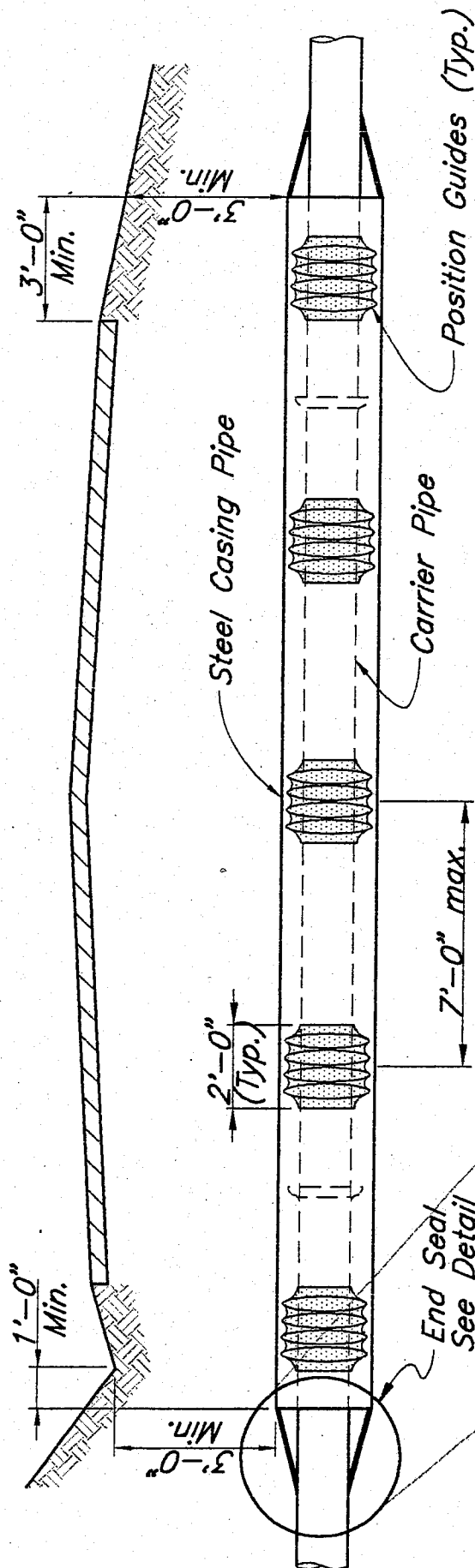
## TRENCH BACKFILL ON HIGHWAY ROW



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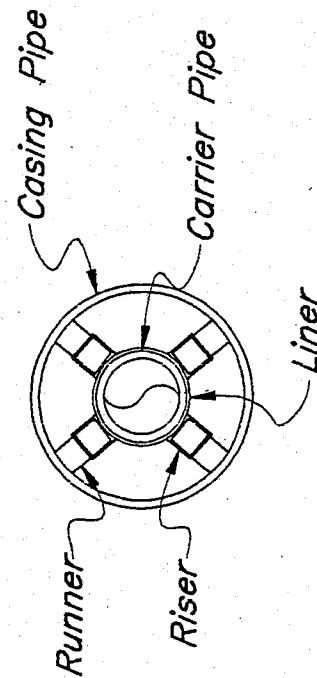


NOTE: Positioning Guides as manufactured by the ACI Corporation or approved equal. Spaced per manufacturers recommendation.

Place Bitumastic Compound between EPDM Membrane & Casing/Carrier Pipe for a Waterproof

Two 1/2" Stainless Steel Straps

EPDM Membrane (Double Wrapped) around Casing & Carrier Pipe



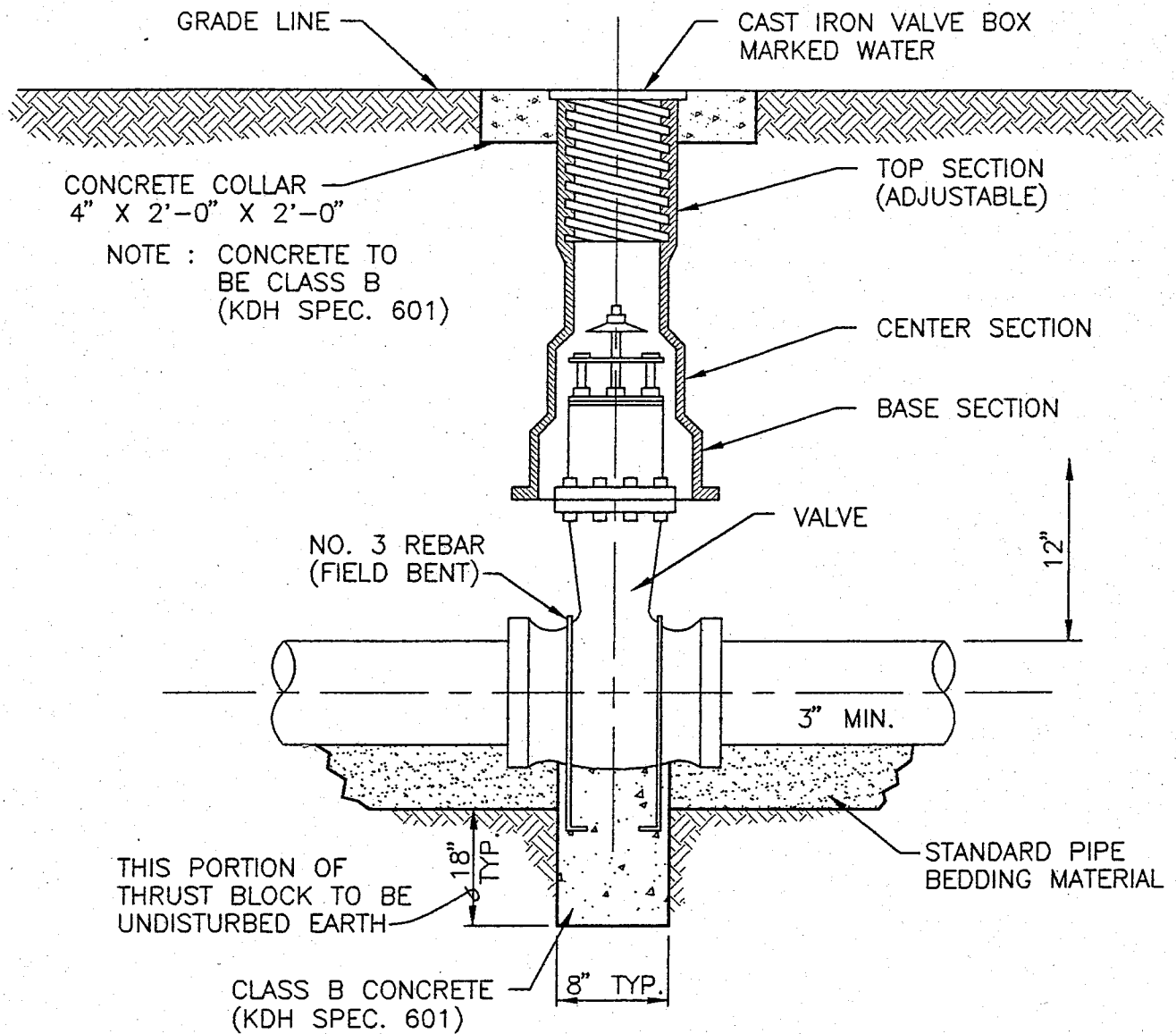
## ROADWAY CROSSING INSTALLATION



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NOTE : SEE SPECIFICATIONS FOR PIPING  
MATERIALS AND PIPING JOINTS

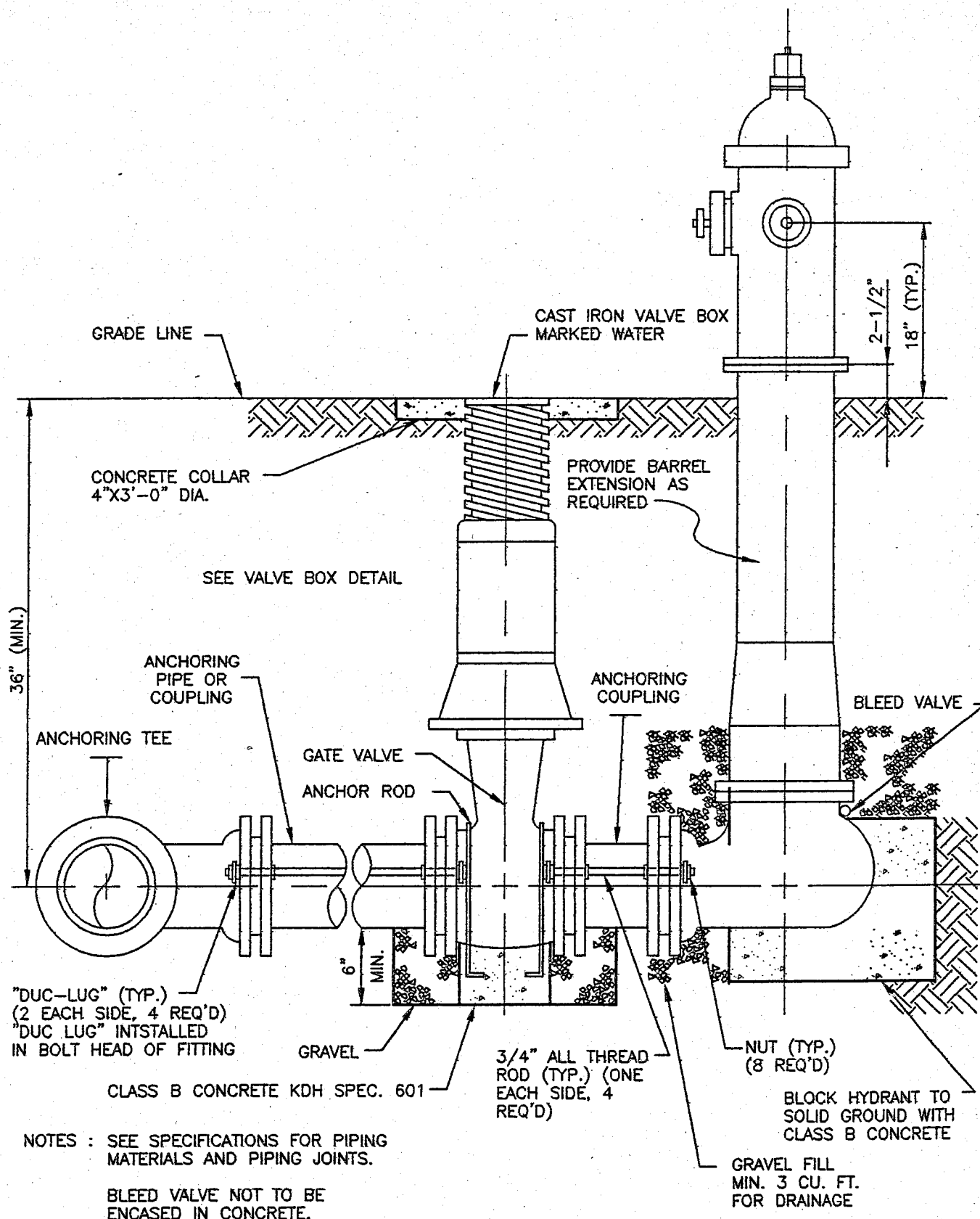
## VALVE BOX DETAIL



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## FIRE HYDRANT ASSEMBLY

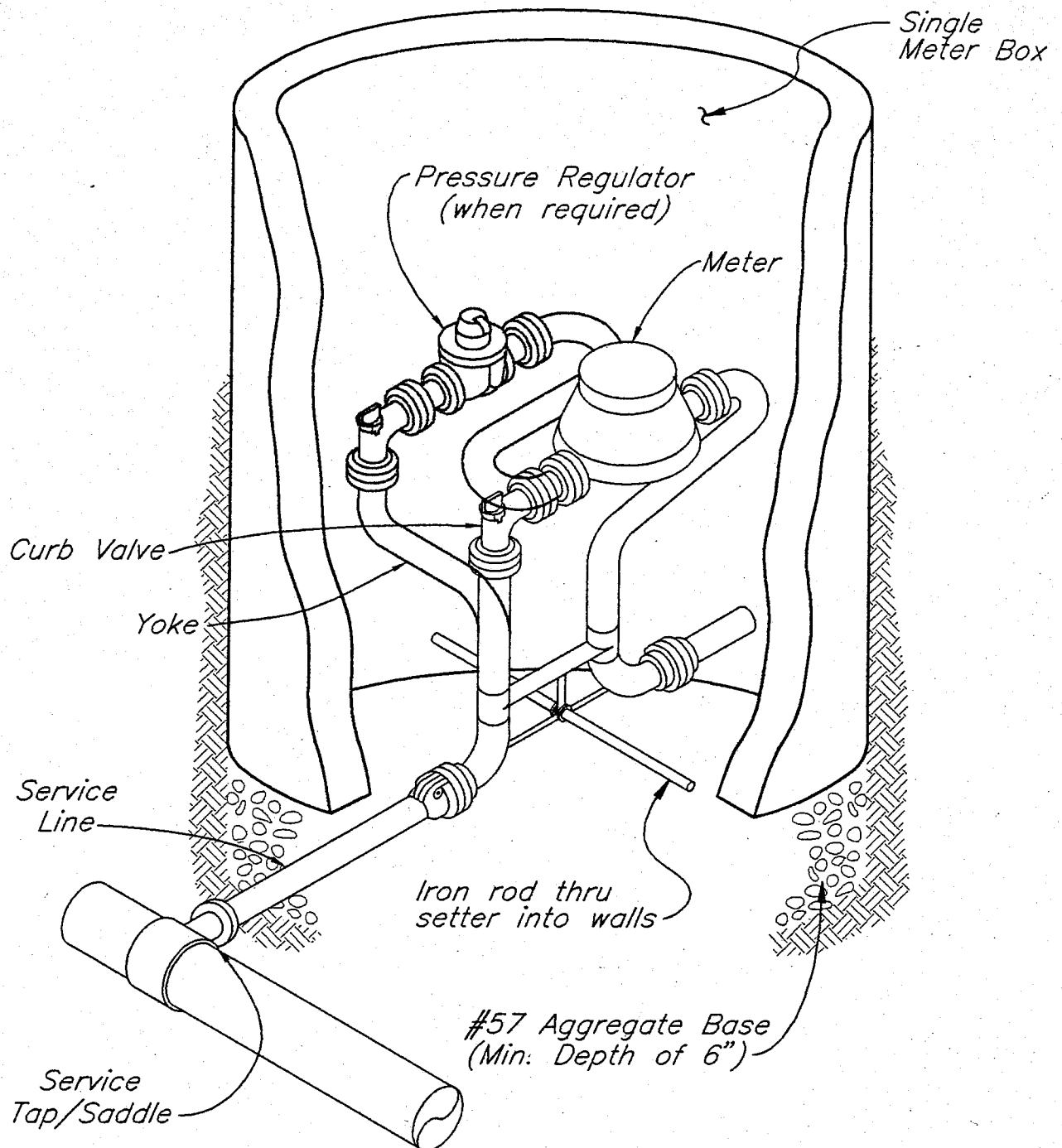


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#### NOTES

1. This drawing typical for meters 1" and smaller (w/std. press reg.)
2. Meter setting shall be placed inside property line as directed by the Engineer.

### METER SETTING

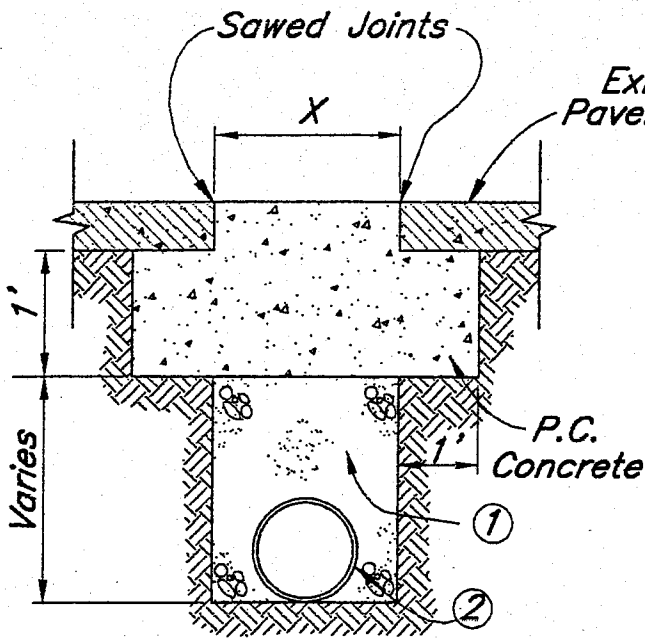


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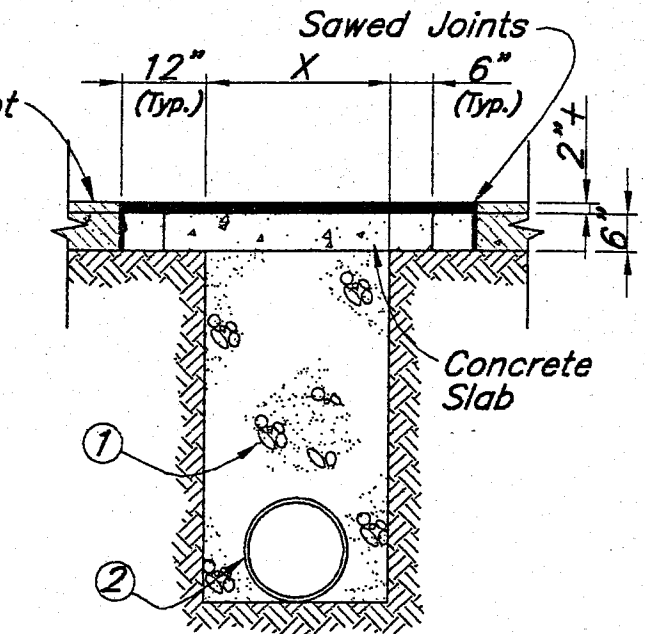
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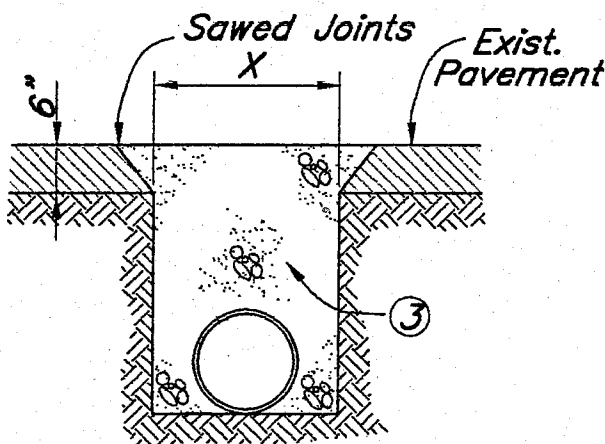




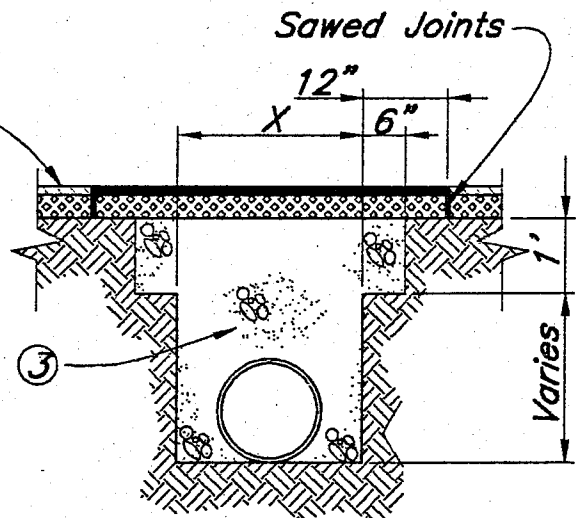
### CONCRETE PAVEMENT



### HEAVY DUTY BITUMINOUS SURFACE, GREATER THAN 2"



### CRUSHED STONE SURFACE



### LIGHT DUTY BITUMINOUS 2" OR LESS

*Casing Pipe not required under private driveways.*

③ Crushed Stone Backfill  
KDOT #78

② Casing pipe to be 4" in diameter greater than the greatest dimension of the carrier pipe.

① Mechanically tamped select backfill (DGA or as approved by the Engineer) in layers not to exceed 6".

NOT TO SCALE

#### NOTES

1. The maximum allowable distance for dimension "X" shall be calculated as follows:  $X = 24" + \text{Pipe Dia.}$
2. Concrete slab under Bituminous surface to extend 12-inches on each side to trench
3. Replace Concrete or Bituminous Pavement with new pavement same thickness as existing pavement.

## PAVEMENT REPLACEMENT



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SPECIAL NOTE FOR  
RETAINING WALL  
PIKE COUNTY  
DRAWING NUMBER 25433

REFERENCES:

All references to the Standard Specifications are to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, 2000 Edition, including applicable supplementals.

All references to AASHTO are to the AASHTO Standard Specifications for Highway Bridges, 1996 Edition with Interims through 2002.

The requirements in the Standard Specifications or AASHTO shall be used for information not provided. If there are conflicts between the Standard Specifications and AASHTO, the Standard Specifications shall govern.

WALL TYPES:

Mechanically Stabilized Earth (MSE) Walls;

Inextensible Earth Reinforcement

- a. Reinforced Earth<sup>R</sup>
- b. Retained Earth
- c. Hilfiker RSE & HSE
- d. ISOGRID<sup>TM</sup>
- e. Strengthened Earth
- f. SSL MSE Plus<sup>TM</sup>

The wall type selected by the contractor shall be used throughout. Short, Cast-In-Place sections may be provided at the ends of the MSE Wall.

Acceptance of the contractor's design calculations and construction plans does not constitute endorsement nor approval of the work submitted. The acceptance is an acknowledgment of the work performed and authorization for the contractor to proceed with the project.

CALCULATIONS AND PLANS:

Design calculations and construction plans clearly showing conformance with the Standard Specifications, AASHTO, and contract plans shall be submitted for review. Wall designs and construction plans shall be dated, sealed, and signed by a registered professional engineer licensed to practice in Kentucky. The Division of Bridge Design requires four sets of the design calculations and five sets of the construction plans for each submission and resubmission. Reduced-size prints are acceptable. The Contractor shall allow 30 working days for the Department to review each submission. The thirty-day period begins when the design calculations and construction plans are received in the Division of Bridge Design. Additional time required by the Department to review resubmissions shall not be cause for increasing the number of contract working days. The additional work required by the contractor to provide resubmissions shall be at no cost to the Department.

The format for the construction plans shall be in accordance with the Division of Bridge Design's Guidance Manual. The first sheet shall be a title sheet. All final wall tracings, with drawing number, shall be submitted on 3 mil, or thicker, 22" X 36" mylar film. The final mylar tracings of the accepted construction plans submitted to the Division of Bridge Design shall be dated, sealed, and signed on Sheet 1 by the engineer performing the work.

Shop drawings shall not be developed until after the Department has reviewed and accepted the construction plans. The wall design engineer providing the design for the wall shall submit reviewed and approved shop drawings for the wall. The wall design engineer shall provide the Department with a statement of assurance that the shop drawings are accurate and that they satisfy the project requirements. The Division of Bridge Design requires nine copies of the approved shop drawings for distribution. Each sheet of two copies of the shop drawings shall be dated, sealed, and signed by the wall design engineer providing the design for the wall.

All submissions shall be through the Contractor to the Project Resident Engineer. The Project Resident

Engineer shall forward all plans and calculations to the Division of Bridge Design.

Contact the Division of Bridge Design before beginning any work on the wall designs and construction plans.

**DESIGN:**

The wall design shall be in accordance with AASHTO. Exceptions to these requirements are listed in this note or shown elsewhere in the contract plans.

Earth reinforcement elements in MSE Walls shall be designed to have a corrosion resistance/durability to ensure a minimum design life of 100 years.

Construction live loads above the wall shall be considered for design as equivalent to an additional 2 feet of earth surcharge. Traffic live loads above the wall shall be considered for design as equivalent to an additional 5 feet of earth surcharge.

The limits for the MSE Wall volume and earth reinforcement lengths shown on the contract plans are the minimums required by AASHTO and/or the minimums required to satisfy external stability. The MSE Wall supplier's design may require increased earth reinforcement lengths and MSE volume to satisfy their design.

The material required for the MSE Wall volume shall extend twelve inches, minimum, beyond the ends of the MSE Wall earth reinforcement.

**GEOTECHNICAL DESIGN PARAMETERS:**

Minimum Safety Factors

Overturning	2.0
Sliding	1.5 ~ Without passive resistance
Sliding	2.0 ~ With Passive resistance

Material Requirements - MSE Volume

Gradation

<u>Sieve Size</u>	<u>Percent Passing</u>
4"	100
No. 40	0 - 60
No. 200	0 - 5

Material having an internal friction angle ( $\phi$ ) higher than  $34^\circ$  may be used for the MSE Wall Volume if substantiated by laboratory direct shear or triaxial test on the project specific material. Uniform fine sands are not permitted in the MSE Volume.

The plasticity index (PI), as determined by AASHTO T-90, on the minus #40 sieve size material shall not exceed 6.

The coefficient of friction for sliding resistance for cohesionless soils shall be no greater than tangent  $\phi$  of the weaker material. The coefficient of friction for sliding resistance for cohesive soils shall be no greater than the adhesion value given for in-situ soil.

Lateral earth pressure coefficients or equivalent fluid pressures may be determined by Coulomb or Rankine theories.

See the plans for additional Geotechnical Design Parameters.

**GENERAL:**

Comply with all dimensions and accommodate all other project features as shown on the contract plans. Construct the front face of the wall so that it will be vertical when completed and in conformance with the plan layout. Survey control is the front face of the wall at its intersection with the leveling pad.

Section 107.05 shall apply to the use of patented devices, materials, wall systems, and processes.

Concrete for precast elements (facing panels, copings, etc.) shall attain a 28-day compressive strength of 5000 psi unless the wall supplier specifies a higher strength. The concrete shall contain 5.5%  $\pm$  1.5% entrained air at the time the concrete is placed in the forms. A proposed mix design shall be submitted.

All embedded items and lifting devices shall be set in place in the precast elements prior to concrete placement. Conform to the dimensions and tolerances shown on the approved contract or shop plans or as approved

by the Engineer.

Acceptability of completed precast elements will be determined on the basis of the entrained air in the concrete mix, compression tests, and visual inspection by the Engineer. The Contractor or his supplier shall furnish facilities and a Certified Concrete Technician. The Certified Concrete Technician shall perform all necessary sampling and testing in an expeditious and satisfactory manner.

Forms for the precast facing elements shall be constructed of steel in a manner that will assure the production of uniform elements. Forms shall remain in place until such time that they can be removed without damage to the finish elements.

Precast facing panels shall be cast front face down on a flat surface. Each unit will be cast without interruption. Consolidation shall be with a vibrator supplemented by such hand tamping as may be necessary to force the concrete into the corners of the forms and to prevent formation of honeycombed concrete or cleavage planes. Clear form oil of the same manufacture shall be used throughout the casting operation.

The front face surface of the precast facing panels shall receive a vertical formed smooth finish. The rear face shall be a face floated surface finish and screeded to eliminate open pockets of aggregate and surface distortions in excess of one-quarter inch.

All materials used in the manufacture of the precast elements, including cement, aggregates, water, admixtures, concrete mixes, steel reinforcement, and structural steel with galvanizing will be sampled and tested according to the Department's standard procedures for those items. Fabrication shall not begin until these materials have been approved.

At least 1000 psi compressive strengths shall be attained before precast face panels may be handled.

Other precast elements, such as copings, shall not be handled until they attain the compressive strength required by the wall supplier.

Clearly scribe, or paint with waterproof paint, the date of manufacture, lot number, and piece-mark on the rear face of each precast facing panel.

Precast elements shall be handled, stored, and shipped in such a manner as to eliminate the danger of chipping, cracking, fracturing, and/or excessive bending.

The supplier shall examine all precast elements before shipment. All excessive voids, honeycombed areas, and other surface defects on both sides of precast elements shall be properly patched as required to conform to the balance of the work with respect to appearance, strength, and durability.

Precast elements shall not be shipped before attaining the required final concrete strength.

Fabrication of precast elements is subject to random inspection by the Department, an approved independent laboratory, or the precast fabricator as approved by the Engineer. The Engineer will normally witness tests performed by the precast fabricator. Results of all tests performed by the precast fabricator shall be furnished to the Engineer.

Precast elements damaged during handling, transporting, storage, erection, or backfilling or any element that cannot be satisfactorily placed in the wall shall be repaired or rejected and replaced as directed by the Engineer.

Precast elements shall be installed in accordance with the approved construction plans. Facing panels shall be placed in successive horizontal lifts according to the sequence shown on the approved construction plans. The facing elements shall be maintained in such position while MSE Wall Volume is placed behind the facing elements so that the finished wall is vertical.

Placement of the MSE Wall Volume and earth reinforcement shall closely follow the erection of each lift of panels. See the Geotechnical Notes for additional restrictions for placement of the MSE Wall Volume. The maximum lift thickness shall not exceed eight inches. Level and compact the backfill before placing and attaching the MSE reinforcement to the facing elements. The lowest layer of MSE reinforcement shall be installed a minimum of twelve inches below the finish grade in front of the wall.

Heavy equipment shall not come within three feet of the back face of MSE facing elements. Compaction within three feet of the back face of MSE facing elements shall be achieved by no less than three passes of a lightweight mechanical tamper, roller, or vibratory system.

Fabric Geotextile Type IV shall be used as a separator between the granular embankment foundation replacement and in-situ soil.

Tie strip earth reinforcement shall be shop fabricated of hot rolled steel conforming to the minimum requirements of ASTM A570, Grade 36 or Grade 50, or equivalent.

Steel mesh earth reinforcement shall meet the requirements of ASTM A82 for cold drawn wire. The wires shall be welded into the finished mesh according to ASTM A185. Wire size and mesh configuration shall be as shown on the shop plans.

Ribbed earth reinforcement shall be hot rolled from bars to the required shape and dimensions. Physical and mechanical properties shall conform to AASHTO M 223, Grade 65.

Ladder reinforcing strips shall be fabricated from cold drawn steel wire conforming to ASTM A82. The wires shall be welded into the finished mesh according to ASTM A185.

All earth reinforcement shall be cut to length and tolerances shown on the construction plans or approved shop drawings

Anchors and connection pins shall conform to ASTM A82. Welding shall be according to ASTM A185.

Clevis connectors, loops, and connector bars used with steel mesh reinforcement shall be fabricated from cold drawn steel conforming to ASTM A82. Welding shall be in accordance to ASTM A185.

Fasteners used with ribbed or ladder reinforcing strips shall consist of hexagonal cap screw bolts and nuts conforming to AASHTO M 164 or equivalent.

U shaped reinforcing connectors used with ribbed or ladder reinforcing strips as yokes to connect the strips to modular blocks shall be shop fabricated from cold drawn steel wire conforming to ASTM A82.

Pins used to align face panels during construction shall be three-eighths inch diameter, mild steel, round, smooth bars.

All steel components shall be hot dip galvanized after fabrication to conform to the minimum requirements of AASHTO M 111. Included are tie strip reinforcement, ribbed earth reinforcement, ladder earth reinforcement anchors, connection pins, steel mesh, clevis connectors, loops, connector bars, fasteners, U shaped connectors, and alignment pins. Holes for bolts shall be punched in the locations shown before galvanizing.

Bearing pads and joint filler for MSE Walls shall be as recommended by the wall supplier.

A geotextile fabric shall cover slip joints between wall sections. The fabric shall be non-woven needle punch polyester or woven monofilament polypropylene as recommended by the wall supplier.

All joints between MSE Wall panels shall be covered on the backside with Fabric Geotextile Type I. The minimum width and lap is:

Vertical Joints	18"
Horizontal Joints	12"
All Laps	4"

The adhesive used to hold geotextile fabric at the rear of the MSE Wall units shall be as recommended by the wall supplier.

#### METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

The quantity of Granular Embankment for foundation replacement beneath the MSE Wall shall be measured and paid according to Section 215 of the Standard Specifications. The final quantity for this item shall be based on field measurements.

Structure Excavation, Solid Rock will be measured and paid according to Section 603 of the Specifications, except the lateral limits shall be twelve inches outside the leveling pad limits.

The quantity of MSE Wall will be the gross area in square feet, not including footings or leveling pads for precast walls, lying in a vertical plane of the outside front face of the structure as shown on the plans or as directed by the Engineer in writing. No field measurement will be made. The final quantity will be the design plan quantity increased or decreased by authorized changes.

The ground line elevations and depth of foundation replacement shown are interpolated from the available geotechnical information. The top of the leveling pad or footing shall be a minimum of 2.0 feet below the finish grade in front of the wall or as directed by the Engineer. The plan depth of foundation replacement shall be measured from the bottom of wall as constructed.

The Fabric Geotextile Type IV required beneath and along the sides of the granular embankment for foundation replacement shall be paid plan quantities plus increases or minus decreases as directed by the Engineer. The quantity shall not be increased to accommodate the proprietary design.

The MSE Wall supplier's design may require additional excavation and MSE Wall materials to satisfy their design. The design MSE earth reinforcement lengths shall be equal to or greater than the length shown on the plans

or as required by the AASHTO Specifications for the height of the wall plus live load surcharge. The lengths of the MSE Reinforcement shall be constant from the bottom to the top of the section.

Masonry coating shall be measured and paid in accordance with Sub-Section 601.03.18 B)

<u>PAY ITEMS</u>	<u>UNIT</u>
Retaining Wall	Square Foot
Fabric Geotextile Type IV	Square Yard
Masonry Coating	Square Yard
Granular Embankment	Cubic Yard
Foundation Preparation	Lump Sum

#### INCIDENTAL PAY ITEMS

- Changes to the limits or quantities of the retaining wall or structure excavation, except as directed by the Engineer.
- Lowering the bottom of wall elevations to accommodate the wall design or configuration of pre-fabricated concrete units.
- Extension of the plan limits to accommodate the wall design, configuration of pre-fabricated concrete units, or lengths of earth reinforcement for MSE Walls.
- Additional quantities of MSE Reinforcement, MSE volume, excavation for foundation replacement and backfill, granular embankment, Fabric Geotextile type IV, labor, etc. necessary to satisfy the MSE Wall supplier's design.
- MSE volume that extends twelve inches, minimum, beyond the ends of the reinforced volume.
- All materials, equipment, and labor necessary to provide and install the Fabric Geotextile Type I material.
- All work associated with providing the design, details, and construction for the coping.
- Sheeting, shoring, temporary walls or other earth retention systems necessary to stabilize the excavation for the wall during construction shall be the responsibility of the Contractor. All designs, labor materials, etc. required to complete this work.
- Coping required from end-to-end of wall.

**UTILITY NOTES TO BE INCLUDED IN THE PROPOSAL  
SPECIAL NOTES FOR UTILITY CLEARANCE  
IMPACT ON CONSTRUCTION**

**PIKE COUNTY, APD 119-2 (61)  
FD52 098 51417 03 U  
Pikeville – South Williamson Road (US 119) (Section 4)  
ITEM NO. 12 - 308.40**

The following utility companies have facilities to be relocated and/or adjusted on subject project.

Columbia Gas Transmission.....	0% Completed - Expected Completion Date June 2003
Kentucky Power Company / AEP.....	0% Completed - Expected Completion Date June 2003
Bell South Telecommunications.....	0% Completed - Expected Completion Date June 2003
Inter-Mountain Cable.....	0% Completed - Expected Completion Date June 2003
J. W. Kinzer Drilling Company.....	0% Completed - Expected Completion Date June 2003
Equitable Production Company.....	0% Completed - Expected Completion Date June 2003
Ky. West Virginia Gas Company.....	0% Completed - Expected Completion Date June 2003
Mountain Water District.....	0% Completed - * Note

**\*Note: Mountain Water District will be incorporated into the road contract and the road contractor will install their waterlines.**

**There is Railroad involvement on this project.**

**PROTECTION OF UTILITIES**

The relocation of utilities provided in the contract documents has been furnished by the facility owners and/or by reviewing record drawings and may not be accurate. It will be the roadway contractor's responsibility to locate utilities before excavating by calling the various utility owners and by examining any supplemental information supplied by the cabinet. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility. The cost for repair and any other associated costs for any damage to utilities caused by the roadway contractor's operations shall be borne by the roadway contractor.

The Contractor is advised to contract the BUD one-call system; however, the Contractor should be aware that owners of underground facilities are not required to be members of the BUD one-call system. It may be necessary for the Contractor to contact the County Court Clerk to determine what utility companies have facilities in the project area.

CDS/bac-308.40  
Pc : Dan'l Hall  
File

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# *N O T I C E*

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**DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS  
(APPLICATION)**

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**PROJECT:** Pike County, Item No. 12-308.40  
Pikeville-South Williamson Rd. (US-119), Sec. 4

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THIS SHALL SERVE AS A NOTICE TO THE CONTRACTOR THAT A DEPARTMENT OF THE ARMY SECTION 404 INDIVIDUAL PERMIT IS REQUIRED AND IS PENDING APPROVAL. THIS NOTICE IS FOR INFORMATIONAL PURPOSES AND SHALL BE SUPERSEDED UPON RECEIPT OF THE APPROVED PERMIT.

THE DEPARTMENT OF THE ARMY PERMITS ARE AUTHORIZED AND ISSUED BY THE UNITED STATES ARMY-CORPS OF ENGINEERS IN ACCORDANCE WITH SECTION 10 OF THE RIVERS AND HARBORS ACT (33 U.S.C. 403) AND SECTION 404 OF THE CLEAN WATER ACT (33 U.S.C. 1344).

IN COMPLIANCE WITH THE U.S. ARMY CORPS OF ENGINEERS' PERMIT REGULATIONS AND PROCEDURES THE CONTRACTOR **SHALL NOT** PERFORM THE PROPOSED WORK, WHICH INVOLVES THE STREAM OR ADJACENT WETLANDS, UNTIL SUCH TIME THAT THE CABINET HAS SECURED THE APPROPRIATE PERMIT APPROVALS AND ONLY AFTER THE CONTRACTOR HAS BEEN PROVIDED COPIES OF THESE PERMIT APPROVALS BY THE CABINET.

ALL PERMIT APPROVALS ARE ANTICIPATED TO BE OBTAINED WITHIN EIGHT (8) MONTHS AFTER THE CONTRACTOR IS ISSUED THE NOTICE TO PROCEED.



## SPECIAL NOTE FOR VARIABLE MESSAGE SIGNS

This Special Note will apply when indicated on the plans or in the proposal. Section references herein are to the Department's 2000 Standard Specifications for Road and Bridge Construction.

**1.0 DESCRIPTION.** Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer. When specified in the Contract, the signs and associated equipment become the property of the Department at the completion of the work.

### 2.0 MATERIALS.

**2.1 General.** Use LED or flip disk/LED Variable Message Signs Class I, II, or III from the Department's List of Approved Materials.

When signs do not become the property of the Department, unclassified signs may be submitted for approval by the Engineer. When unclassified signs are to become the property of the Department, submit signs to the Division of Materials for approval. Provide shop drawings, specifications, or other data to allow a thorough evaluation when requested. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.

**2.2 Trailer and Sign Support.** Mount the sign, controls, and all operating and auxiliary equipment on a 2-wheeled steel trailer with the following features:

- 1) 6,000 lbs GVWR capacity trailer hitch.
- 2) 3,500 lbs GVWR axle with lubricated wheel bearings for all LED signs.
- 3) 5,200 lbs GVWR axle with lubricated wheel bearings for all Flip Disk or Hybrid signs.
- 4) 15-inch trailer wheels equipped with radial tires equal to ST 225/75R15, load range C or better.
- 5) Locking lug nuts, one per wheel with a master key.
- 6) Fender for each tire.
- 7) Metal step pads on all areas of the fenders or frame that personnel must step or stand to operate or maintain the unit.
- 8) Surge-activated brakes of adequate capacity.
- 9) All required running lights, brake lights, and turn signals (12 v), with a plug for connecting to a towing vehicle.
- 10) 2-inch hitch and safety chains.
- 11) Tongue jack with a wheel, capable of being raised during towing.
- 12) Outriggers for stability when the unit is in use.
- 13) Lockable, but easily accessible, protective covers for the batteries, electronic controls, and all other attached equipment susceptible to tampering and weather.
- 14) 8-foot total unit maximum width when rigged for towing.

The Engineer may allow lesser standards for the trailer and sign support when it will not become the property of the Department.

**2.3 Sign and Controls.** All signs must:

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
  - a) Keyboard or keypad.
  - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
  - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
  - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Allow direct wiring for operation of the sign or arrow board from an external power source when desired.
- 7) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 8) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 9) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 10) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 11) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 12) Provide a photocell control to provide automatic dimming.
- 13) Allow an on-off flashing sequence at an adjustable rate.
- 14) Provide a sight to aim the message.
- 15) Provide a LED display color of approximately 590 nm amber.
- 16) Provide the following 3-line messages preprogrammed and available for

use when the sign unit begins operation:

/KEEP/RIGHT/⇒⇒⇒⇒/	/MIN/SPEED/**MPH/
/KEEP/LEFT/⇐⇐⇐⇐/	/ICY/BRIDGE/AHEAD/ /ONE
/LOOSE/GRAVEL/AHEAD/	LANE/BRIDGE/AHEAD/
/RD WORK/NEXT/**MILES/	/ROUGH/ROAD/AHEAD/
/TWO WAY/TRAFFIC/AHEAD/	/MERGING/TRAFFIC/AHEAD/
/PAINT/CREW/AHEAD/	/NEXT/***/MILES/
/REDUCE/SPEED/**MPH/	/HEAVY/TRAFFIC/AHEAD/
/BRIDGE/WORK/**0 FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

\*Insert numerals as directed by the Engineer.

Add other messages during the project when required by the Engineer.

**2.4 Requirements for Flip-Disc Type Signs.** Flip-disc type signs will have the following additional requirements:

- 1) Disc faces are fluorescent yellow on one side, and flat black on the reverse.
- 2) Discs are at least 3.5 square inches with a minimum character size of 5 discs horizontally by 7 discs vertically.
- 3) Discs are designed to operate without lubrication for at least 200 million operations.
- 4) Line change speed of 600 milliseconds or less.
- 5) When power is lost, the sign automatically becomes blank or displays a preprogrammed default message.

#### **2.5 Power.**

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.
- 2) Diesel Power Source. The Department will allow diesel power when the sign does not become the property of the Department. When used, follow all applicable specifications listed for solar signs and provide the following:
  - a) At least 24 spare bulbs available on the project for quick replacement of burned out bulbs.
  - b) Black light at both top and bottom of each line to illuminate discs for visibility at night or under adverse weather conditions, for flip disk signs.
  - c) Diesel generator and electric start assembly, including batteries and a fuel capacity adequate to provide at least 72 hours continuous operation without refueling.

- d) Fuel gage.
- e) Provide all other specific features, such as bulb size, protection from sun glare, and shock protection for electronics and bulbs, to the satisfaction of the Engineer.

**2.6 Signs To Be Retained By The Department.** Use only new Class I signs with remote ability on the project. Class II signs may be used when flip disk signs are specified in the Contract. Upon project completion, deliver the sign to the Department's nearest maintenance lot in good repair and in serviceable condition. Include with each delivered sign the following items:

- 1) One operations manual.
- 2) Two parts books listing standard electronic part's numbers and manufacturer's stock number, if used.
- 3) Two service manuals including schematic wiring diagrams.
- 4) Warranty. Ensure that all unexpired warranties or guarantees on the sign, trailer, or appurtenant equipment remain in force after the sign units are transferred to the Department, until their normal expiration date. Batteries will be heavy-duty 18 month batteries or better, with at least 6 months of their warranty remaining.
- 5) Keys to the wheel lug nuts.

**3.0 CONSTRUCTION.** Furnish and operate the variable message signs as designated on the plans or by the Engineer. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater. Unless the Contract specifies flip-disk signs, use Class I signs on interstates and parkways.

Maintain the sign in proper working order, including repair of any damage done by others, until completion of the project. When the sign becomes inoperative, immediately repair or replace the sign. Repetitive problems with the same unit will be cause for rejection and replacement.

Use only project related messages and messages directed by the Engineer, unnecessary messages lessen the impact of the sign. When no message is needed, but it is necessary to know if the sign is operable, flash only a pixel or disk.

When the sign is not needed, move it where the Engineer specifies.

**4.0 MEASUREMENT.** The final quantity of Variable Message Sign will be the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

When the Contract states the Department will take ownership of the sign, the Department will consider all equipment specified in this note to be a part of the sign. The Department will not measure delivery for payment and will consider it incidental to the sign.

**5.0 PAYMENT.** The Department will pay for the Variable Message Signs at the unit price each. The Department will not pay for signs replaced due to damage or rejection. Payment is full compensation for furnishing all materials, labor, equipment, and service necessary to, operate, move, repair, and maintain or replace the variable message signs.

April 18, 2001

PART II

SPECIAL PROVISIONS APPLICABLE TO PROJECT

SPECIAL PROVISION NO.

TITLE

13      Crash Cushions (4-5-2000)

\*

69      Embankment at End Bent Structure (1-1-2000)

*attached*

## **SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES**

This Special Provision will apply when indicated on the plans or in the proposal. Section references herein are to the Department's 2000 Standard Specifications for Road and Bridge Construction. Apply the metric figures for projects designed in metric and English figures for projects designed in English.

**1.0 DESCRIPTION.** Construct a pile core and granular embankment at end bent structures. Construct the pile core and granular embankment according to the requirements of this Special Provision and the Plans, Standard Drawings, and the 1998 Standard Specifications. Construct structure granular backfill and granular embankment, as the Plans require.

### **2.0 MATERIALS.**

**2.1 Pile Core.** Conform to the Standard Specifications for embankment materials and, in addition, ensure the material is free of boulders larger than 75-mm (3-inch) maximum dimension or any other obstructions which would interfere with the driving of piles. The Department will permit Granular Embankment material provided the 75-mm (3-inch) maximum dimension is not exceeded.

When the plans specify core construction with granular embankment material, ensure that no material within the limits of the core exceeds the 75-mm (3-inch) maximum dimension.

**2.2 Granular Embankment.** Conform to Subsection 805.10. When Granular Embankment materials are erodible or unstable according to Subsection 805.12 Part G), use the Special Construction Methods found in 3.2.

**2.3 Structure Granular Backfill.** Conform to Subsection 805.11.

**2.4 Geotextile Fabric.** Conform to Table I in Section 843.

### **3.0 CONSTRUCTION.**

**3.1 General.** Construct roadway embankments at end bents according to Section 206 and in accordance with the Plans and Standard Drawings for full embankment section. After constructing the embankment, excavate for the end bent cap, drive piling, place the mortar bed, construct the end bent, and complete the embankment to finish grade according to the construction sequence shown on the Plans or Standard Drawings and as specified hereinafter.

After piles are driven (see design drawings), slope the bottom of the excavation towards the ends of the trench as noted on the plans for drainage. Using a separate pour, place concrete mortar, or any class concrete, to provide a base for forming and placing the cap. Place side forms for the end bent after the

mortar has set sufficiently to support workmen and forms without being disturbed.

Install 100-mm (4-inch) perforated pipe according to the plans. In the event slope protection extends above the elevation of the perforated pipe, extend the pipe through the slope protection.

After placing the end bent cap and removing adjacent forms, fill the excavation with structure granular backfill material to the level of the berm prior to placing beams for the bridge. After completing the end bent backwall, or after completing the span end wall, place the structure granular backfill to subgrade elevation. If the original excavation is enlarged, fill the entire volume with compacted structure granular backfill at no expense to the Department. Do not place backfill before removing adjacent form work. Place structure granular backfill material in trench ditches at the ends of the excavation.

Do not allow individual fragments larger than 100 mm (4 inches) in any dimension within 900 mm (36 inches) of the structure.

Tamp the backfill with hand tampers, pneumatic tampers, or other means the Engineer approves. Thoroughly compact the backfill under the overhanging portions of the structure to ensure that the backfill is in intimate contact with the sides of the structure.

Place and compact the pile core, granular embankment, and structure granular backfill according to the applicable density requirements for the project.

Do not allow seeding, sodding, or other vegetation to the exposed granular embankment.

**3.2 Special Construction Methods.** Erodible or unstable materials may erode even when protected by riprap or channel lining; use the special construction method described below when using these materials.

Use fine aggregates or friable sandstone granular embankment at "dry land" structures only. Do not use them at stream crossings or locations subject to flood waters.

When using material having 50 percent or more passing the 4.75 mm sieve (No. 4) for embankment, install 200 mm (8 inch) perforated underdrain pipe at or near the elevation of the original ground in the approximate locations depicted on the standard drawing and as the Engineer directs, to ensure positive drainage of the embankment. Wrap the perforated pipe with geotextile fabric of a type recommended by the pipe manufacturer. Construct headwalls on the outlet end of each perforated pipe.

For erodible or unstable materials having 50 percent or more passing the 4.75 mm sieve (No. 4), protect with geotextile fabric. Extend the fabric from the original ground to the top of slope over the entire area of the embankment slopes on each side of, and in front of, the end bent. Cover the fabric with at least 300 mm (one foot) of non-erodible material.

For erodible or unstable materials having 50 percent or less passing a 4.75 mm sieve (No. 4), cover with at least 300 mm (one foot) of non-erodible material.

Where erodible or unstable granular embankment will be protected by



riprap or channel lining, place geotextile fabric between the embankment and the specified slope protection.

#### **4.0 MEASUREMENT.**

**4.1 Pile Core.** The Department will measure the quantity of material for the pile core as Roadway Excavation, Embankment-in-Place, or Borrow Excavation, as applicable. The Department will not measure overhaul of material for the pile core or for any necessary manipulation such as stockpiling or double hauling for payment and will consider it incidental to the pile core construction.

**4.2 Granular Embankment.** The Department will measure the quantity in cubic meters (cubic yards) using the design quantity, increased or decreased by authorized adjustments as specified in Subsections 204.04.01 and 204.04.02. The Department will deduct the volume of the pile core from the quantity of Granular Embankment.

The Department will not measure furnishing and placing 200-mm perforated pipe and headwalls placed due to the use of erodible material for payment and will consider them incidental to the Granular Embankment.

The Department will not measure for payment any special construction caused by using erodible or unstable materials and will consider it incidental to the Granular Embankment regardless of whether the erodible or unstable material was specified or permitted.

**4.3 Structure Granular Backfill.** The Department will measure the quantity in cubic meters (cubic yards) using the design quantity, increased or decreased by authorized adjustments as specified in Subsections 204.04.01 and 204.04.02. The Department will not measure any additional material required for backfill outside the limits shown on the Plans and Standard Drawings for payment and will consider it incidental to the work.

When following construction sequence "A", as shown on the Standard Drawings, the Department will not measure structure excavation at the end bent for payment and will consider it incidental to Structure Granular Backfill.

The Department will not measure furnishing and placing the 100-mm (4-inch) perforated underdrain pipe for payment and will consider it incidental to the Structure Granular Backfill.

**4.4 Geotextile Fabric.** When the plans require geotextile fabric to be placed outside the limits of granular embankment, then measurement and payment for the fabric outside the limits of granular embankment will be in accordance with requirements elsewhere in the Contract.

**4.5 End Bent.** The Department will measure the quantities according to the Contract. The Department will not measure furnishing and placing the 50-mm (2-inch) mortar or concrete bed for payment and will consider it incidental

to the end bent construction.

**4.6 Roadway Excavation.** See Subsection 204.04.

**4.7 Embankment-in-Place.** See Subsection 206.05.

**4.8 Borrow Excavation.** See Subsection 205.05.

**5.0 PAYMENT.** The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
2200	Roadway Excavation	See Section 204.05
2230	Embankment-in-Place	See Section 206.05
2210	Borrow Excavation	See Section 205.05
2231	Structure Granular Backfill	Cubic Meter (Cubic Yards)
----	Granular Embankment	Cubic Meter (Cubic Yards)

The Department will consider payment as full compensation for all work required in this provision.

January 1, 2000

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS  
(Copies of Each Attached)

1. Schedule of Minimum Wages Established for the Project.
2. FHWA 1273 (Rev. 3-94) Required Contract Provisions.
3. Employment Requirements Relating to Non-Discrimination of Employees Applicable to Federal Aid System Contracts (12-3-92).
4. Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).
5. Executive Branch Code of Ethics.

**TRANSPORTATION CABINET  
DIVISION OF CONTRACT PROCUREMENT  
COMPLIANCE SECTION**

**SHEET ONE**

**LETTING: 12-13-2002**

**PROJECT WAGE RATES**

**PIKE COUNTY, APD 119-2 (70), FD52 098 0119**

The Pikeville-South Williamson Road (US 119)

Lighting, Grade, Drain and Asphalt Surface

<b>CRAFTS</b>	<b>HIGHWAY BASIC HOURLY RATES</b>	<b>FRINGE BENEFIT PAYMENTS COMBINED</b>
Boilermakers .....	24.65.....	12.94
Bricklayers: .....	20.35.....	6.30
Stone Mason .....	18.95.....	6.30
Carpenters: .....	18.85.....	6.30
Cement Masons: .....	18.70.....	6.30
Electricians: .....	*22.60.....	6.97
*When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T. V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to a direct fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.		
Ironworkers, Reinforcing: .....	18.75.....	6.30
Ironworkers, Structural: .....	18.95.....	6.30
Painters: .....	20.55.....	6.30
Piledrivers: .....	18.50.....	6.30
Surveyors (State):		
Survey Party Chief (Engineer).....	12.34	
Survey Party Operatives.....	7.21	
(Instrument men, rodmen, etc.)		
Plumbers.....	22.52.....	6.30

Welders - Receive rate for craft in which welding is incidental.

**LABORERS:**

General laborer, flagperson, steam jenny.	<b>BASE RATE</b> .....	16.90
	<b>FRINGE BENEFITS</b> .....	6.30

Batch truck dumper, deck hand or scowman.	<b>BASE RATE</b> .....	17.15
	<b>FRINGE BENEFITS</b> .....	6.30

Power driven tool operator of the following: wagon drill, chain saw, jack hammer, concrete saw, sand blaster, concrete chipper, pavement breaker, vibrator, power wheelbarrow, power buggy, sewer pipe layer, bottom man, dry cement handler, concrete rubber, mason tender.

	<b>BASE RATE</b> .....	17.25
	<b>FRINGE BENEFITS</b> .....	6.30

Asphalt lute and rakerman, side rail setter.	<b>BASE RATE</b> .....	17.30
	<b>FRINGE BENEFITS</b> .....	6.30

**TRANSPORTATION CABINET  
DIVISION OF CONTRACT PROCUREMENT  
COMPLIANCE SECTION**

**PROJECT WAGE RATES**

**SHEET TWO 12-13-2002**

**PIKE COUNTY, APD 119-2 (70), FD52 098 0119**

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**LABORERS:**

Gunnite nozzle man, gunnite operator.	<b>BASE RATE</b> .....17.40 <b>FRINGE BENEFITS</b> .....6.30
Tunnel laborer (free air).	<b>BASE RATE</b> .....17.45 <b>FRINGE BENEFITS</b> ..... 6.30
Tunnel mucker (free air).	<b>BASE RATE</b> .....17.50 <b>FRINGE BENEFITS</b> .....6.30
Hand blade operator	<b>BASE RATE</b> .....17.65 <b>FRINGE BENEFITS</b> .....6.30
Tunnel miner, blaster and driller (free air).	<b>BASE RATE</b> .....17.85 <b>FRINGE BENEFITS</b> .....6.30
Caisson worker.	<b>BASE RATE</b> .....18.40 <b>FRINGE BENEFITS</b> .....6.30
Powderman.	<b>BASE RATE</b> .....18.50 <b>FRINGE BENEFITS</b> .....6.30
Drill operator of percussion type drills which are both powered and propelled by an independent air supply.	<b>BASE RATE</b> .....19.70 <b>FRINGE BENEFITS</b> .....6.30

**TRUCK DRIVERS AND RELATED CLASSIFICATIONS:**

Truckhelper and warehouseman (State).	<b>BASE RATE</b> .....17.15 <b>FRINGE BENEFITS</b> .....6.30
Driver, winch truck and A-Frame when used in transporting materials.	<b>BASE RATE</b> .....17.25 <b>FRINGE BENEFITS</b> .....6.30
Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor.	<b>BASE RATE</b> .....17.35 <b>FRINGE BENEFITS</b> .....6.30
Driver on mixer trucks (all types).	<b>BASE RATE</b> .....17.40 <b>FRINGE BENEFITS</b> .....6.30
Truck mechanic	<b>BASE RATE</b> .....17.45 <b>FRINGE BENEFITS</b> .....6.30

**TRANSPORTATION CABINET  
DIVISION OF CONTRACT PROCUREMENT  
COMPLIANCE SECTION**

**PROJECT WAGE RATES**

**SHEET THREE    12-13-2002**

**PIKE COUNTY, APD 119-2 (70), FD52 098 0119**

**TRUCK DRIVERS AND RELATED CLASSIFICATIONS:** (continued)

Driver (3 tons and under), tire changer and truck mechanic helper (State).	<b>BASE RATE</b> .....	17.48
	<b>FRINGE BENEFITS</b> .....	6.30

Driver on pavement breakers.	<b>BASE RATE</b> .....	17.50
	<b>FRINGE BENEFITS</b> .....	6.30

Driver (over 3 tons), driver (truck mounted rotary drill).	<b>BASE RATE</b> .....	17.69
	<b>FRINGE BENEFITS</b> .....	6.30

Driver, Euclid and other heavy earth moving equipment, Low boy.	<b>BASE RATE</b> .....	18.26
	<b>FRINGE BENEFITS</b> .....	6.30

Greaser on greasing facilities.	<b>BASE RATE</b> .....	18.35
	<b>FRINGE BENEFITS</b> .....	6.30

**OPERATING ENGINEERS:**

Auto patrol, batcher plant, bituminous paver, cable-way, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge engineer, elevator (regardless of ownership when used to hoist building material), elevating grader and all types of loaders, hoe-type machine, hoisting engine, locomotive, LeTourneau or carry-all scoop, bulldozer, mechanic, orangepeel bucket, piledriver, power blade, roller (bituminous), roller (earth), roller (rock), scarifier, shovel, tractor shovel, truck crane, well points, winch truck, push dozer, grout pump, high lift, fork lift (regardless of lift height), all types of boom cats, multiple operator, core drill, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, material pump, pumpcrete, ross carrier, sheep foot, sideboom, throttle-valve man, rotary drill, power generator, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, tugger, backfiller, gurry, self-propelled compactor, self-contained hydraulic percussion drill.

<b>BASE RATE</b> .....	20.25
<b>FRINGE BENEFITS</b> .....	6.30

All air compressors (200 cu. ft. per min. or greater capacity), bituminous mixer, concrete mixer (under 21 cu. ft.), welding machine, form grader, tractor (50 H.P. and over), bull float, finish machine, outboard motor boat, brakeman, whirly oiler, tractair and road widening trencher, articulating trucks, mechanic helper, (State).

<b>BASE RATE</b> .....	18.50
<b>FRINGE BENEFITS</b> .....	6.30

**TRANSPORTATION CABINET  
DIVISION OF CONTRACT PROCUREMENT  
COMPLIANCE SECTION**

**PROJECT WAGE RATES**

**SHEET FOUR    12-13-2002**

**PIKE COUNTY, APD 119-2 (70), FD52 098 0119**

**OPERATING ENGINEERS** (continued)

Greaser on grease facilities servicing heavy equipment

**BASE RATE.....18.35**

**FRINGE BENEFITS.....6.30**

Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, pump, tamping machine, tractors (under 50 H.P.), vibrator, oiler, air compressors (under 200 cu. ft. per min. capacity), concrete saw, burlap and curing machine, hydro seeder, power form handling equipment, deckhand oiler, hydraulic post driver.

**BASE RATE.....17.76**

**FRINGE BENEFITS.....6.30**

Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices.

These rates are listed pursuant to the Kentucky Determination No. CR-01-II-HWY dated August 6, 2002 and/or Federal Decision No. KY 020026 dated March 1, 2002, modification #1 dated April 5, 2002, modification #2 dated May 3, 2002 and modification #3 dated September 13, 2002.

NOTE: Both Kentucky Determination No. CR-01-II-HWY and Federal Decision No. KY 020026 dated March 1, 2002, modification #1 dated April 5, 2002, modification #2 dated May 3, 2002 and modification #3 dated September 13, 2002 apply to this project. This set of wage rates contains a combination of these two wage decisions.

**TRANSPORTATION CABINET  
DIVISION OF CONTRACT PROCUREMENT  
COMPLIANCE SECTION**

**PROJECT WAGE RATES**

**SHEET FIVE 12-13-2002**

**PIKE COUNTY, APD 119-2 (70), FD52 098 0119**

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Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.

**OVERTIME:**

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or to the undersigned.

Rick Stansel, Director  
Division of Contract Procurement  
Frankfort, Kentucky 40622



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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### ATTACHMENTS

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

#### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

#### II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contrac-

tual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability: The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee

facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to

their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination").

nation") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## **2. Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representa-

tive, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## **3. Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

### **a. Apprentices:**

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not regis-

tered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

**b. Trainees:**

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such

trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

## 8. Violation:

**Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

## 9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contrac-

tor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be

necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

**NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID  
HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

**X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL  
WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such

requirements.

**XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

**1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that



the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

#### **2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS

EMPLOYMENT REQUIREMENTS  
RELATING TO  
NONDISCRIMINATION OF EMPLOYEES  
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)

AN ACT OF THE KENTUCKY GENERAL  
ASSEMBLY TO PREVENT DISCRIMINATION IN EMPLOYMENT  
KRS CHAPTER 344  
EFFECTIVE JUNE 16, 1972

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy). The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age (between forty and seventy), in admission to, or employment in any program established to provide apprenticeship or other training.

4. The contractor will send to each labor union or representative of

workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

REVISED: 12-3-92

**PROJECT: PIKE COUNTY, APD 119-2 (70), FD52 098 0119**  
**LETTING: 12-13-2002**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<b>TIMETABLE</b>	<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
	2.5%	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

**Carol Gaudin, Regional Director  
Office of Federal Contract Compliance Programs  
61 Forsyth Street, SW, Suite 7B75  
Atlanta, Georgia 30303-8609  
(404) 562-2424**

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Pike County.

## EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

PART IV  
INSURANCE

The Contractor shall carry the following insurance in addition to the insurance required by law:

- (1) Contractor's Public Liability Insurance not less than \$100,000.00 for damages arising out of bodily injuries to or death to one person. Not less than \$300,000.00 for damages arising out of bodily injuries to or death to two or more persons.
- (2) Contractor's Property Damages Liability Insurance. Not less than \$100,000.00 for all damages arising out of injury or destruction of property in any one accident. Not less than \$300,000.00 for all damages during the policy period.
- (3) Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall furnish evidence with respect to operations performed for him by subcontractors that he carries in his own behalf for the above stipulated amounts.
- (4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
  - a. "policy contains no deductible clauses."
  - b. "policy contains a \_\_\_\_\_ deductible property  
(amount)  
damage clause but company will pay claim and collect  
the deductible from the insured."
- (5) WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

PART V

STATEMENT OF INCOMPLETED WORK

1. Status of Active Prime Contracts.

Attached

# 1. STATUS OF ALL INCOMPLETED PRIME CONTRACTS

All active prime contracts must be reported. This includes prime contracts with public and private owners and joint-ventured contracts. The names of the joint venturers must be shown when reporting these projects. A machine or typed listing reporting the status of each contract is acceptable when attached to this report; however, the total amounts on the itemized listing must be reported in the space provided below:

CONTRACT WITH	PROJECT IDENTIFICATION	PRIME CONTRACT AMOUNT	EARNINGS THROUGH LAST APPROVED ESTIMATE	TOTAL AMOUNT OF WORK REMAINING
TOTAL (Attach Summary if not itemized above)		\$	\$	\$



PART VI

BID ITEMS

THE QUANTITY SHEET(S) REPRESENTS THE ESTIMATED QUANTITIES (ONLY) FOR THE SUBJECT PROJECT.  
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YOUR BID **WILL NOT** BE CONSIDERED IF THESE SHEET(S) ARE MADE A PART OF THE BID PROPOSAL  
WHICH YOU SUBMIT TO THE KENTUCKY DEPARTMENT OF HIGHWAYS.

TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 1

PCN: 02-0730

Letting: 12/13/2002

PIKE COUNTY

APD 119-2 (70)

**METRIC**

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
		BRIDGE AND CULVERT QUANTITIES				
1	M 2231	STRUCTURE GRANULAR BACKFILL	492.00	CU M		
2	M 8002	STRUCTURE EXCAV-SOLID ROCK	3,557.10	CU M		
3	M 2998	MASONRY COATING	6,309.00	SQ M		
4	M 8100	CONCRETE-CLASS A	7,627.30	CU M		
5	M 8104	CONCRETE-CLASS AA	1,583.50	CU M		
6	M 8020	CRUSHED AGGREGATE SLOPE PROT	2,944.00	M TON		
7	M 8051	PILES-STEEL HP360X132	670.00	METER		
8	M 8095	PILE POINTS-360 MM	20.00	EACH		
9	M 8033	TEST PILES	75.00	METER		
10	M 8151	STEEL REINF-EPOXY COATED	330,588.00	KG		
11	M 8150	STEEL REINFORCEMENT	874,655.00	KG		
12	M 8639	PRECAST PC I BEAM TYPE 9	1,577.30	METER		
13	M 8713	CHAIN LINK FENCE-2.7 M	185.40	METER		
14	M 8018	RETAINING WALL	387.00	SQ M		
15	M 2223	GRANULAR EMBANKMENT	330.00	CU M		
16	M 2599	FABRIC-GEOTEXTILE TYPE IV	1,135.00	SQ M		
17	M 8500	APPROACH SLAB	232.00	SQ M		
18	M 8160	STRUCTURAL STEEL	1.00	LP SUM		
		(SB BRIDGE)				
		(APPROX 1614 KG)				
19	M 8160	STRUCTURAL STEEL	1.00	LP SUM		
		(NB BRIDGE)				
		(APPROX 1327 KG)				

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TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 2

PCN: 02-0730

Letting: 12/13/2002

PIKE COUNTY

APD 119-2 (70)

**METRIC**

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
20	M 8003	FOUNDATION PREPARATION (STA 510+516.00 SB)	1.00	LP SUM		
21	M 8003	FOUNDATION PREPARATION (STA 510+516.00 NB)	1.00	LP SUM		
22	M 8003	FOUNDATION PREPARATION (STA 59+00.000)	1.00	LP SUM		
23	M 8003	FOUNDATION PREPARATION (STA 1625+28.23)	1.00	LP SUM		
24	M 8003	FOUNDATION PREPARATION (STA 57+63.510)	1.00	LP SUM		
25	M 8003	FOUNDATION PREPARATION (STA 1620+73.17)	1.00	LP SUM		
		ROADWAY QUANTITIES				
26	M 2200	ROADWAY EXCAVATION	7,377,017.00	CU M		
27	M 2204	SPECIAL EXCAVATION	418.00	CU M		
28	M 2242	WATER	5,648.00	CU M		
29	M 8100	CONCRETE-CLASS A	42.99	CU M		
30	M 8150	STEEL REINFORCEMENT	1,928.30	KG		
31	M 2690	SAFELOADING	3.00	CU M		
32	M 2241	RESHAPING AND COMPACTING	1,237.00	METER		
33	M 2351	GUARDRAIL-STEEL W BEAM-S FACE	2,859.85	METER		
34	M 2352	GUARDRAIL-STEEL W BEAM-D FACE	83.82	METER		
35	M 2360	GUARDRAIL TERMINAL SECT NO 1	2.00	EACH		
36	M 2367	GUARDRAIL END TREATMENT TYPE 1	6.00	EACH		
37	M 2369	GUARDRAIL END TREATMENT TY 2A	11.00	EACH		

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TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 3

PCN: 02-0730

Letting: 12/13/2002

PIKE COUNTY

APD 119-2 (70)

**METRIC**

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
38	M 2391	GUARDRAIL END TREATMENT TY 4A	3.00	EACH		
39	M 2363	GUARDRAIL CON TO BR END TYPE A	4.00	EACH		
40	M 2387	GUARDRAIL CON TO BR END TY A-1	2.00	EACH		
41	M 2365	CRASH CUSHION TYPE IX-A	2.00	EACH		
42	M 2894	CRASH CUSHION TYPE VI-T	1.00	EACH		
43	M 3171	CONCRETE BARRIER WALL TYPE 9T	333.00	METER		
44	M 6514	PAVE STRIPING-PERM PAINT-100MM	13,680.00	METER		
45	M 6517	PAVE STRIPING-PERM PAINT-300MM	279.00	METER		
46	M 6542	PAVE STRIPING-THERMO-150 MM W	10,993.00	METER		
47	M 6543	PAVE STRIPING-THERMO-150 MM Y	9,850.00	METER		
48	M 6550	PAVE STRIPING-TEMP REM TAPE-W	6,360.00	METER		
49	M 6551	PAVE STRIPING-TEMP REM TAPE-Y	2,683.00	METER		
50	M 6575	PAVE MRKG-PRE THERM COMB ARRO	14.00	EACH		
51	M 6588	PAVEMENT MARKER TY IVA-BY TEMP	50.00	EACH		
52	M 6589	PAVEMENT MARKER TYPE V - M W	14.00	EACH		
53	M 6591	PAVEMENT MARKER TYPE V - B Y	67.00	EACH		
54	M 6592	PAVEMENT MARKER TYPE V - B W/R	334.00	EACH		
55	M 6593	PAVEMENT MARKER TYPE V - B Y/R	29.00	EACH		
56	M 2775	FLASHING ARROW	2.00	EACH		
57	M 2671	VAR MESSAGE SIGN-PORT 3 LINE	1.00	EACH		
58	M 2562	SIGNS	80.00	SQ M		
59	M 2653	LANE CLOSURE	5.00	EA		

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TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 4

PCN: 02-0730

Letting: 12/13/2002

PIKE COUNTY

APD 119-2 (70)

**METRIC**

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
60	M 2014	BARRICADE-TYPE III	8.00	EACH		
61	M 1984	DELINEATOR FOR BARRIER-WHITE	17.00	EACH		
62	M 2625	REMOVING HEADWALL	1.00	EACH		
63	M 1310	REMOVING PIPE	3.00	METER		
64	M 2475	PLUGGING WATER WELL	3.00	EACH		
65	M 0469	CULVERT PIPE-1050 MM	153.10	METER		
66	M 0471	CULVERT PIPE-1350 MM	23.40	METER		
67	M 0472	CULVERT PIPE-1500 MM	16.00	METER		
68	M 0473	CULVERT PIPE-1650 MM	249.60	METER		
69	M 0476	CULVERT PIPE-2100 MM	65.50	METER		
70	M 0499	CULVERT PIPE-1200 MM EQUIV	23.00	METER		
71	M 0500	CULVERT PIPE-1350 MM EQUIV	10.00	METER		
72	M 0521	STORM SEWER PIPE-375 MM	108.30	METER		
73	M 0522	STORM SEWER PIPE-450 MM	800.20	METER		
74	M 0552	STORM SEWER PIPE-450 MM EQUIV	23.20	METER		
75	M 0524	STORM SEWER PIPE-600 MM	712.10	METER		
76	M 0526	STORM SEWER PIPE-750 MM	478.40	METER		
77	M 0528	STORM SEWER PIPE-900 MM	316.50	METER		
78	M 0529	STORM SEWER PIPE-1050 MM	386.20	METER		
79	M 0530	STORM SEWER PIPE-1200 MM	59.00	METER		
80	M 0531	STORM SEWER PIPE-1350 MM	335.50	METER		
81	M 0440	ENTRANCE PIPE-375 MM	36.90	METER		

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TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 5

PCN: 02-0730

Letting: 12/13/2002

PIKE COUNTY

APD 119-2 (70)

**METRIC**

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
82	M 1000	PERFORATED PIPE-100 MM	8,233.50	METER		
83	M 1010	NON-PERFORATED PIPE-100 MM	823.20	METER		
84	M 1020	PERF PIPE HEADWALL TY 1-100 MM	14.00	EACH		
85	M 1024	PERF PIPE HEADWALL TY 2-100 MM	1.00	EACH		
86	M 1028	PERF PIPE HEADWALL TY 3-100 MM	25.00	EACH		
87	M 1032	PERF PIPE HEADWALL TY 4-100 MM	8.00	EACH		
88	M 1480	CURB BOX INLET TYPE B	2.00	EACH		
89	M 1490	DROP BOX INLET TYPE 1	36.00	EACH		
90	M 1493	DROP BOX INLET TYPE 2	6.00	EACH		
91	M 1494	DROP BOX INLET TYPE 2 MODIFIED	1.00	EACH		
92	M 1505	DROP BOX INLET TYPE 5B	14.00	EACH		
93	M 1506	DROP BOX INLET TYPE 5B MOD	6.00	EACH		
94	M 1538	DROP BOX INLET TYPE 7	14.00	EACH		
95	M 1559	DROP BOX INLET TYPE 13G	7.00	EACH		
96	M 1371	METAL END SECTION TY 1-450 MM	5.00	EACH		
97	M 1379	METAL END SECTION TY 1-1500 MM (EQ)	2.00	EACH		
98	M 1391	METAL END SECTION TY 3-450 MM	1.00	EACH		
99	M 1391	METAL END SECTION TY 3-450 MM (EQ)	1.00	EACH		
100	M 1397	METAL END SECTION TY 3-1200 MM (EQ)	1.00	EACH		
101	M 1399	METAL END SECTION TY 3-1500 MM	2.00	EACH		

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**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 6

**PCN: 02-0730**

Letting: 12/13/2002

PIKE COUNTY

APD 119-2 (70)

**METRIC**

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
102	M 1643	JUNCTION BOX-600 MM	1.00	EACH		
103	M 4811	JUNCTION BOX TYPE B	1.00	EACH		
104	M 1691	FLUME INLET TYPE 2	5.00	EACH		
105	M 1768	MANHOLE TYPE C MODIFIED	2.00	EACH		
106	M 1709	ADJUSTING CATCH BASIN	1.00	EACH		
107	M 1740	CORED HOLE DRNG BOX CON-100 MM	48.00	EACH		
108	M 9423	MEDIAN CROSSOVER (CASE II)	2.00	EACH		
109	M 5985	SEEDING AND PROTECTION	433,000.00	SQ M		
110	M 5953	TEMP SEEDING AND PROTECTION	250,000.00	SQ M		
111	M 5966	TOPDRESSING FERTILIZER	22.60	M TON		
112	M 5950	EROSION CONTROL BLANKET	3,110.40	SQ M		
113	M 2704	SILT TRAP TYPE B	37.00	EACH		
114	M 2707	CLEAN SILT TRAP TYPE B	111.00	EACH		
115	M 2705	SILT CHECK	114.00	EACH		
116	M 2708	CLEAN SILT CHECK	342.00	EACH		
117	M 2701	TEMPORARY SILT FENCE	953.00	METER		
118	M 2709	CLEAN TEMPORARY SILT FENCE	2,859.00	METER		
119	M 9277	SILT CHECK TY 2 MOD	73.00	EACH		
120	M 9278	CLEAN SILT CHECK TY 2 MOD	219.00	EACH		
121	M 2483	CHANNEL LINING CLASS II	6,327.40	M TON		
122	M 2488	CHANNEL LINING CLASS IV	14,388.90	CU M		

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**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 7

**PCN: 02-0730**

Letting: 12/13/2002

PIKE COUNTY

APD 119-2 (70)

**METRIC**

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
123	M 2599	FABRIC-GEOTEXTILE TYPE IV	44,654.00	SQ M		
124	M 9276	TEMP SILT DITCH	1,748.00	METER		
125	M 9417	CLEAN TEMP SILT DITCH	3,496.00	METER		
126	M 2434	R/W MARKER RURAL TYPE 1	19.00	EACH		
127	M 2262	R/W FENCE-WOVEN WIRE TYPE 1	5,491.10	METER		
128	M 1897	ASPHALT WEDGE CURB	1,159.30	METER		
129	M 2585	EDGE KEY	14.00	METER		
130	M 0078	CRUSHED AGGREGATE SIZE NO 2	48.00	M TON		
131	M 0001	D G A BASE	68,267.00	M TON		
132	M 0291	EMULSIFIED ASPHALT RS-2	54.00	M TON		
133	M 0100	ASPHALT SEAL AGGREGATE	446.00	M TON		
134	M 0018	DRAINAGE BLANKET-TYPE II-ASPH	18,153.00	M TON		
135	M 0208	CL4 ASPH BASE 37.5D PG64-22	20,383.00	M TON		
136	M 0214	CL3 ASPH BASE 25.0D PG64-22	8,083.00	M TON		
137	M 0218	CL4 ASPH BASE 25.0D PG70-22	19,890.00	M TON		
138	M 0312	CL3 ASPH SURF 12.5D PG64-22	2,946.00	M TON		
139	M 0334	CL4 ASPH SURF 12.5A PG70-22	6,908.00	M TON		
140	M 2545	CLEARING AND GRUBBING (114.8 HECTARES)	1.00	LP SUM		
141	M 2726	STAKING	1.00	LP SUM		
142	M 2650	MAINTAIN AND CONTROL TRAFFIC	1.00	LP SUM		
143	M 2651	DIVERSIONS (BY-PASS DETOURS)	1.00	LP SUM		



THE QUANTITY SHEET(S) REPRESENTS THE ESTIMATED QUANTITIES (ONLY) FOR THE SUBJECT PROJECT.  
PROPOSAL(S) MAY NOT BE AVAILABLE WHEN THE QUANTITIES ARE POSTED.  
YOUR BID **WILL NOT** BE CONSIDERED IF THESE SHEET(S) ARE MADE A PART OF THE BID PROPOSAL  
WHICH YOU SUBMIT TO THE KENTUCKY DEPARTMENT OF HIGHWAYS.

TRANSPORTATION CABINET  
Department of Highways  
FRANKFORT, KY 40622

Sheet No: 8  
PCN: 02-0730  
Letting: 12/13/2002  
**METRIC**

PIKE COUNTY  
APD 119-2 (70)

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
		WATERLINE RELOCATION				
144	M 1097	DUCTILE IRON PIPE-250 MM	1,320.00	METER		
145	M 1073	STEEL ENCASEMENT PIPE-400 MM	77.00	METER		
146	M 3470	TIE-IN, 250 MM	8.00	EACH		
147	M 3530	GATE VALVE-250 MM	12.00	EACH		
148	M 2606	FIRE HYDRANT	4.00	EACH		
149	M 3437	RECONNECT EXISTING SERVICE	7.00	EACH		
150	M 3360	COPPER PIPE-19 MM	70.00	METER		
		SIGNING QUANTITIES				
		BEGIN ALTERNATE A				
151	M 6400	GMSS GALV STEEL TYPE A	2,649.00	KG		
152	M 6440	GMSS GALV STEEL TYPE B	4,379.00	KG		
		END ALTERNATE A				
		BEGIN ALTERNATE B				
153	M 6400	GMSS GALV STEEL TYPE A	2,155.00	KG		
154	M 6440	GMSS GALV STEEL TYPE B	4,379.00	KG		
155	M 6402	GMSS ALUMINUM	212.00	KG		
		END ALTERNATE B				
		.				
156	M 6490	CLASS A CONCRETE FOR SIGNS	14.33	CU M		
		BEGIN ALTERNATE A				
157	M 6405	SBM ALUMINUM PANEL SIGNS	106.00	SQ M		

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WHICH YOU SUBMIT TO THE KENTUCKY DEPARTMENT OF HIGHWAYS.

TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 9

PCN: 02-0730

Letting: 12/13/2002

PIKE COUNTY

APD 119-2 (70)

**METRIC**

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
158	M 6406	SBM ALUM SHEET SIGNS 2 MM	30.00	SQ M		
159	M 6407	SBM ALUM SHEET SIGNS 3 MM	33.00	SQ M		
		END ALTERNATE A				
		BEGIN ALTERNATE B				
160	M 6408	SBM GALV STEEL PANEL SIGNS	106.00	SQ M		
161	M 6409	SBM GALV STEEL SHT SIGNS 12 GA	63.00	SQ M		
		END ALTERNATE B				
162	M 6411	STEEL POST TYPE 2	428.00	METER		
163	M 6412	STEEL POST MILE MARKERS	4.00	EACH		
164	M 6417	FLEXIBLE DELINEATOR POST-W	200.00	EACH		
165	M 6418	FLEXIBLE DELINEATOR POST-Y	100.00	EACH		
		LIGHTING QUANTITIES				
166	M 4712	POLE 30.5 MTG HT HIGH MAST	9.00	EACH		
167	M 4714	POLE 36.6 MTG HT HIGH MAST	13.00	EACH		
168	M 4742	POLE BASE-HIGH MAST	22.00	EACH		
169	M 4760	POLE W/SECONDARY CONTROL EQUIP	4.00	EACH		
170	M 4773	HPS LUMINAIRE HIGH MAST	125.00	EACH		
171	M 4800	MARKER	45.00	EACH		
172	M 9485	JUNCTION BOX TYPE A	13.00	EACH		
173	M 9486	JUNCTION BOX TYPE C	8.00	EACH		
174	M 4820	TRENCHING AND BACKFILLING	7,601.00	METER		

THE QUANTITY SHEET(S) REPRESENTS THE ESTIMATED QUANTITIES (ONLY) FOR THE SUBJECT PROJECT.  
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TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 10

PCN: 02-0730

Letting: 12/13/2002

PIKE COUNTY

APD 119-2 (70)

METRIC

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
175	M 4798	CONDUIT-88 MM	709.00	METER		
176	M 4860	CABLE-NO. 8/3C DUCTED	1,807.00	METER		
177	M 4861	CABLE-NO. 6/3C DUCTED	2,350.00	METER		
178	M 4862	CABLE-NO. 4/3C DUCTED	2,735.00	METER		
179	M 2568	MOBILIZATION	1.00	LP SUM		
180	M 2569	DEMOBILIZATION	1.00	LP SUM		
181		TOTAL BID			\$	.

NON-BIDDING  
SHEET

PART VII

CERTIFICATIONS

- |    |   |          |
|----|---|----------|
| 1. | Provisions Relative to Senate Bill 258 (1994)   | Attached |
| 2. | Certification for Federal-Aid Contract  | Attached |
| 3. | Certification   | Attached |
| 4. | Non-Collusion Certification   | Attached |
| 5. | Certification with regard to the Performance<br>of Previous Contracts or Subcontracts | Attached |
| 6. | Certification of Bid Proposal   | Attached |

PROVISIONS RELATIVE TO SENATE BILL 258 (1994)

During the performance of the contract, the contractor agrees to comply with applicable provisions of:

1. KRS 136 Corporation and Utility Taxes
2. KRS 139 Sale and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous five (5) years pursuant to the applicable statutes above are revealed as follows:

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CERTIFICATION FOR FEDERAL-AID CONTRACT

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agent.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid).

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY \_\_\_\_\_  
PROJECT NO. \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, under penalty  
(President or Authorized Official of Bidder) (Title)

perjury under the laws of the United States, do hereby certify that, except as noted below,

\_\_\_\_\_  
(Insert name of individual, Joint Venture, Co-Partnership or Corporation Submitting Bid)

any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the Administration of Federal Funds): is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgement rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Please list below any exceptions to the foregoing, to whom it applies, initiating agency and dates of action.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

REVISED: 8-23-89

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY  
COUNTY \_\_\_\_\_  
PROJECT NO. \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, under  
(Name of officer signing certification) (Title)

penalty of perjury under the laws of the United States, do hereby certify that

\_\_\_\_\_  
(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any  
agreement, participated in any collusion, or otherwise taken action in restraint of free  
competitive bidding in connection with this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

REVISED: 8-23-89

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY  
COUNTY \_\_\_\_\_  
PROJECT NO. \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, under  
(Name of officer signing certification) (Title)

penalty or perjury under the laws of the United States, do hereby certify that

\_\_\_\_\_, (In  
sert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any  
agreement, participated in any collusion, or otherwise taken action in restraint of free  
competitive bidding in connection with this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

REVISED: 8-23-89



Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has \_\_\_\_\_, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract

Compliance, a Federal Government contracting or administering agency, or the Former President's

Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(Company)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulation.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

CERTIFICATION OF BID PROPOSAL

We (I) propose to furnish all labor, equipment and materials necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction, current edition, special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid proposal guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this bid proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject to increase or decrease as provided in the specifications.

***"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises ("DBE") in the amount of \_\_\_\_ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program."***

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Name of Contracting Firm

BY: \_\_\_\_\_

Authorized Agent

Title

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Address

City

State

Zip Code

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Telephone Number

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.